



# Town Board of Trustees

Tuesday, July 13, 2021 at 7:00 pm

**PLEASE SILENCE ALL CELL PHONE AND ELECTRONIC DEVICES.  
THANK YOU.**

## 1. Meeting Information

207 Muegge Way, Bennett, CO 80102

For a live stream of the meeting use the information below:

<https://us02web.zoom.us/j/84691582305>

Meeting ID: 846 9158 2305

Passcode: 087154

One tap mobile

+12532158782

## 2. Call to Order

Royce D. Pindell, Mayor

### a. Roll Call

## 3. Pledge of Allegiance

Royce D. Pindell, Mayor

## 4. Approval of Agenda

Royce D. Pindell, Mayor

## 5. Consent Agenda

Royce D. Pindell, Mayor

### a. June 22, 2021 - Regular Meeting Minutes

#### Attachments:

- **June 22, 2021 - Regular Meeting Minutes** (06-22-2021\_-\_Regular\_Meeting\_Minutes.pdf)

## Public Comments on Items Not Scheduled for Public Hearing

The Board of Trustees welcomes you. Thank you for joining us for our Town of Bennett Board of Trustees meeting. If you are not speaking, we ask that you please mute your microphone. For public comment please sign up on the provided sheet or in the chat box. If you are on the phone, once we get through the sign-up sheet and chat box we will call for any other comments for items not on the agenda.

Your comments will be limited to three (3) minutes. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town staff for follow-up. Thank you.

## Regular Business

### 6. Bennett Gives Back Grant Awards Ceremony

Danette Ruvalcaba, Director of Finance and Technology

#### Attachments:

- **Staff Report 2021 Bennett Gives Back Grant Awardees** (2021\_BGB\_Recommendations\_Staff\_Report\_updated.pdf)

### 7. Five Minute Recess

### 8. Public Hearing

#### a. Lighting Code Update

Ordinance No. 728-21 - An Ordinance Amending Chapter 16 of the Bennett Municipal Code Regarding Lighting Standards

Steve Hebert, Planning and Economic Development Manager

Taeler Houlberg, Assistant to the Town Administrator

#### Attachments:

- **Public Hearing Script** (0\_-\_Lighting\_Standards\_Public\_Hearing\_Script.pdf)
- **Staff Report Proposed Changes to the Lighting Standards in the Bennett Municipal Code** (1\_-\_LightingStandards\_Staff\_Report\_BOT.pdf)
- **Staff PowerPoint Presentation** (2\_-\_Lighting\_Code\_BOT.pdf)
- **Trustee Pulliam's Original Comments and Proposed Changes** (3\_-\_Sec.\_16\_2\_810.\_Lighting\_\_Proposed\_Changes.pdf)
- **Planning and Zoning Resolution No. 2021-06** (4\_-\_Resolution\_No.\_2021-06\_-\_Recommending\_Approval\_of\_an\_Ordinance\_Amending\_Chapter\_16\_Lighting\_Standards.pdf)
- **Ordinance No. 728-21** (5\_-\_Ordinance\_728-21\_Amendment\_to\_Chapter\_16\_Lighting\_Standards.pdf)
- **Suggested Motion** (6-suggested\_motion.pdf)

### 9. Action Discussion

#### a. SFE/Water Service Agreement

Ordinance No. 729-21 - An Ordinance Amending Chapter 13 of the Bennett Municipal Code Regarding Initiation of Water Service and Water Service Agreements

Rachel Summers, Deputy Town Administrator

#### Attachments:

- **Staff Report Proposed Amendment for Chapter 13 of the Bennett Municipal Code** (Staff\_Report\_Chapter\_13-SFE.pdf)
- **Welcome Packet with Water Service Agreement** (TownofBennett\_Utility Packet.pdf)
- **SFE Calculator** (SFE\_CALCULATOR.pdf)
- **Ordinance No. 729-21** (Chapter\_13\_Amendment\_Ordinance-SFE.pdf)
- **Suggested Motion** (2\_-\_suggested\_motion.pdf)

**b. Dynamic Braking System**

Ordinance No. 730-21 - An Ordinance Amending Chapter 10 of the Bennett Municipal Code to Prohibit the Use of Dynamic Braking Devices in the Town

Trish Stiles, Town Administrator

**Attachments:**

- **Staff Report Dynamic Braking System** (Staff\_Report\_-\_Dynamic\_Breaking\_System.pdf)
- **Ordinance No. 730-21** (1\_-\_Jake\_Brake.ord.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

**c. Muegge House Phase II**

Daymon Johnson, Director of Capital Projects

**Attachments:**

- **Staff Report Muegge House Restoration Phase II** (Staff\_Report\_-\_2020\_Muegge\_House\_-\_Phase\_II\_FINAL-7.6.21\_\_1\_.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

**d. Bennett Regional Park and Open Space (BRPOS) Trail and Upper Pond RFP**

Robin Price, Public Works Director

**Attachments:**

- **Staff Report RFP 21-004 - Contract for Bennett Regional Park and Open Space (BRPOS)- Trail Construction and Upper Pond Repurposing** ( Staff\_Report\_RFP\_21-004\_\_Contract\_for\_Bennett\_Regional\_Park\_\_Open\_Space\_\_BRPOS\_-\_Trail.pdf)
- **RFP 21-004 BRPOS Trail and Upper Pond** (1\_-\_RFP\_21-004\_BRPOS\_TRAIL\_AND\_UPPER\_POND\_6-21-2021.pdf)
- **BRPOS Trail and Upper Pond Plan Set** (2\_-\_BRPOS\_TRAIL\_AND\_UPPER\_POND\_PLAN\_SET.pdf)
- **Cover Sheet - Kuhn Construction, Inc.** (3\_-\_Cover\_Sheet.pdf)
- **Submission Form - Kuhn Construction, Inc.** (4\_-\_Submission\_Form.pdf)
- **Original Bid - Kuhn Construction, Inc.** (5\_-\_Pricing\_Form.pdf)
- **Revised Bid - Kuhn Construction, Inc.** (6\_-\_Amended\_Pricing\_Form.pdf)
- **Suggested Motion** (suggested\_motion.pdf)

**e. Trustee Vacancy**

Royce D. Pindell, Mayor

**10. Town Administrator Report**

Trish Stiles, Town Administrator

**11. Trustee Comments and Committee Reports**

Mayor and Trustees

**12. Adjournment**

Individuals with disabilities who need auxiliary aids in attending the meeting may request assistance by contacting the Town Hall at 207 Muegge Way, Bennett, CO 80102-7806, (303) 644-3249. Please give notice at least 48 hours in advance of the meeting to allow for enough time in making the necessary arrangements.

---

Contact: Christina Hart (chart@bennett.co.us 1303-644-3249 X1001) | Agenda published on  
07/09/2021 at 12:24 PM

TOWN OF BENNETT, COLORADO  
BOARD OF TRUSTEES  
Regular Meeting  
June 22, 2021

---

**1. CALL TO ORDER**

The Board of Trustees of the Town of Bennett met in regular session on Tuesday, June 22, 2021 via hybrid meeting. Mayor Pro Tem Darvin Harrell called the meeting to order at 7:00 p.m. The following persons were present upon the call of the roll:

Mayor: Royce Pindell - *excused*

Trustees Present: Darvin Harrell  
Whitney Oakley  
Rich Pulliam - *excused*  
Denice Smith - *excused*  
Donna Sus  
Larry Vittum

Staff Present: Trish Stiles, *Town Administrator*  
Rachel Summers, *Deputy Town Administrator*  
Taeler Houlberg, *Assistant to the Town Administrator*  
Alison Belcher, *Assistant Communications Director*  
Daymon Johnson, *Capital Projects Director*  
Steve Hebert, *Planning and Economic Development Manager*  
Dan Giroux, *Town Engineer*  
Melinda Culley, *Town Attorney*  
Christina Hart, *Town Clerk*

Public Present: Kathy Smiley, Chris Clemens

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Pro Tem Darvin Harrell.

**3. APPROVAL OF AGENDA**

TRUSTEE VITTUM MOVED, TRUSTEE SUS SECONDED to approve the agenda as presented. The voting was as follows:

- YES: Oakley, Sus, Vittum, Harrell
- NO: None
- EXCUSED: Pindell, Pulliam, Smith

Mayor Pro Tem Darvin Harrell declared the motion carried by unanimous vote.

**4. CONSENT AGENDA**

TRUSTEE VITTUM MOVED, TRUSTEE OAKLEY SECONDED to approve the consent agenda as presented.

- YES: Sus, Vittum, Harrell, Oakley
- NO: None
- EXCUSED: Pindell, Pulliam, Smith

Mayor Pro Tem Darvin Harrell declared the motion carried by unanimous vote.

- A. **Action:** Approval of June 8, 2021 Regular Meeting Minutes

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

There were no public comments.

**5. REGULAR BUSINESS**

**A. Action/Discussion**

**1. Option to Purchase – Kiowa Creek Preserve**

**Resolution No. 875-21 – An Resolution Approving an Option to Purchase Agreement**

Rachel Summers, Deputy Town Administrator, reported to the Board of Trustees on March 23, 2021, the Board directed staff on negotiations to purchase an estimated 156 acres within the Kiowa Creek Preserve, generally referred to as MacLennan Open Space. The limitations subject to the negotiations were honored and agreeable by all parties.

In consideration for the Town’s payment of two thousand five hundred dollars (\$2,500), the Owner, Kiowa Creek Preserve Holdings, LLC, grants to the Town the exclusive option to purchase the aforementioned acreage. Upon execution of the Option to Purchase Agreement, are the following terms:

- The \$2,500 Option Money shall be applied to the purchase price of the Option Property at closing.
- The Option Period shall run for nine (9) months, beginning no later than June 22, 2021, and terminating at 11:59 p.m. on March 21, 2022.
- The Town shall obtain a boundary survey for the final determination of the property size and location at the Town’s own sole cost and expense. When such survey is complete, it will be the Town’s responsibility to provide a new exhibit of the legal descriptions and a surveyor’s drawing depicting the final Option Property.

- During the Option Period, the Town shall be provided with full access to the Option Property and permitted to inspect and examine the Option Property and improvements thereon, including, without limitation, zoning, drainage, flood control, water, sewage, electricity, gas and other utility connections, economic feasibility, construction suitability, submittals, the parcel map and any other matter, element or concern to the operation of the Option Property.
- The Town shall have the right to perform any environmental assessment or any other investigation that would drill, extract or physically alter or change the condition of the Option Property; provided that Town shall restore the Option Property, if necessary, to its original condition promptly after completing its inspection work and any testing of the Option Property.
- In its sole discretion, the Town may exercise this Option to Purchase at any time during the Option Period by approving an Ordinance authorizing payment for the purchase of the Option Property and delivering written notice of such election to exercise the Option to Owner.
- If the Option to Purchase is exercised, the purchase price shall be six hundred thousand dollars (\$600,000), plus or minus closing adjustments, including the Option Money to be applied to the Purchase Price, and shall be paid in funds available for immediate withdrawal at the time of closing.

As identified in the Town of Bennett Comprehensive Plan, the Option Property provides preservation of open space, farmland and areas with environmental significance to the region, which is a guiding principle for the core values of this community.

Ms. Summers reported the full transaction will include the water rights which will be transferred to the Town of Bennett.

TRUSTEE OAKLEY MOVED, TRUSTEE SUS SECONDED, to approve Resolution No. 875-21 – A resolution authorizing the Mayor to execute the Option to Purchase Agreement with Kiowa Creek Preserve Holdings, LLC, and further authorizing to negotiate and approve on behalf of the Town such revision to the Option as the Mayor and Town Administrator determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Option are not altered. Voting was as follows:

YES: Vittum, Harrell, Oakley, Sus  
 NO: None  
 EXCUSED: Pindell, Pulliam, Smith

Mayor Pro Tem Darvin Harrell declared the motion passed by unanimous vote.

## 2. Urban County Intergovernmental Agreement (IGA) with Adams County

Trish Stiles, Town Administrator, reported to the Board of Trustees, In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as amended (“CDBG Program”), permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“H.U.D.”) and funded annually through the Community Development Block Grant (“CDBG”);

and the HOME Investment Partnerships Program ("HOME") enacted under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act.

The primary objective of the Programs is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low-and moderate-income. H.U.D. rules and regulations governing the CDBG Program, provide that a county must qualify as an Urban County, and submit to H.U.D. an annual request for funding in the form of a Consolidated Plan. Adams County has qualified as an Urban County since the Federal fiscal year 1986 and has requalified every three (3) years thereafter.

Eligible cities and units of local government within Adams County must enter into an intergovernmental or cooperative agreement and may thereby be included in the Urban County's CDBG Program. Eligible cities include the Cities of Brighton, Federal Heights, Northglenn, **Town of Bennett**, and Adams County (unincorporated areas), referred to as URBAN COUNTY MEMBERS.

- Much of the language in the IGA is derived from standardized language that H.U.D. will require and may not be changed or negotiated.
- The initial term of this Agreement shall be for three (3) program years, beginning October 1, 2022, and ending September 30, 2025. This Agreement shall automatically be renewed for an additional three (3) year terms unless any PARTY provides written notice that it elects not to participate in a new, or next, qualification period.
- Individually receive a formula allocation under the HOME Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, the URBAN COUNTY MEMBERS cannot form a HOME Consortium with other local governments.
- Will cooperate and work with the County in the preparation of detailed projects and other activities.

Staff recommends the Board of Trustees approve the Intergovernmental Agreement with Adams County for the Conduct of the Community Development Block Grant Program, and have determined that it would be mutually beneficial and in the public interest to enter into this Agreement.

Trustee Vittum stated for the record he would be voting no on the IGA based on the 10<sup>th</sup> Amendment of the U.S. Constitution and the entirety of H.U.D. program is a violation of the U.S. Constitution.

TRUSTEE SUS MOVED, TRUSTEE OAKLEY SECONDED to approve the Intergovernmental Agreement with Adams County for the Conduct of the Community Development Block Grant Program. The voting was as follows:

YES:	Harrell, Oakley, Sus
NO:	Vittum
EXCUSED:	Pindell, Pulliam, Smith

Mayor Pro Tem Darvin Harrell declared the motion passed 3 to 1.

### 3. Colorado (CO) Highway 79 and Marketplace Drive Intersection – Mast Arm Contract

Daymon Johnson, Capital Projects Director, reported to the Board of Trustees, during the May 25, 2021 board meeting, Town staff presented and received approval of a contract to purchase with Illumination Systems (ISI) for the fabrication and delivery of the mast arms for the CO Highway 79 and Marketplace Drive intersection project.

Mr. Johnson reported to the Trustees that MillerBernd is the supplier for ISI, for the mast arms and poles. In order for ISI to fabricate then sell the mast arms to the Town different building insurance requirements would be required for ISI. Based on the building insurance requirements ISI canceled the contract with the Town of Bennett. Staff is recommending a new contract be entered into with MillerBernd for the mast arm product. If approved the new contract with MillerBernd would be an amount not to exceed \$75,779, for the direct purchase and delivery of the mast arms and poles for the CO Highway 79 and Marketplace Drive intersection due to the rise of the cost of materials.

TRUSTEE VITUM MOVED, TRUSTEE SUS SECONDED to authorize the Town Administrator to execute a contract with MillerBernd Manufacturing Company, in a not-to-exceed-amount of \$75,779, for the direct purchase and delivery of the mast arms for the Highway 79 & Marketplace intersection project. The voting was as follows:

YES: Oakley, Sus, Vittum, Harrell

NO: None

EXCUSED: Pindell, Pulliam, Smith

Mayor Pro Tem Darvin Harrell declared the motion carried by unanimous vote.

### 4. Town of Bennett Water Restrictions

#### Resolution No. 876-21 – A Resolution Limiting the Hours of Outdoor Watering

Trish Stiles, Town Administrator, reported to the Board of Trustees, she recently met with the Public Works department who observed significant watering during the heat of the day. Watering during the heat of the day is ineffective as the water evaporates.

Ms. Stiles reported to the Trustees it is crucial for the Town's water wells to replenish during the day. Based on reports from the summer of 2020 and currently for 2021 staff is proposing that watering be limited if not prohibited from the hours of 10 am – 6 pm to curtail water waste.

TRUSTEE OAKLEY MOVED, TRUSTEE SUS SECONDED to approve Resolution No. 876-21 – A resolution limiting the hours of outdoor watering except that section 1 of the resolution shall be amended to allow hand watering of landscaped areas be allowed between the hours of 10 am and 6 pm. The voting was as follows:

YES: Sus, Vittum, Harrell, Oakley

NO: None

EXCUSED: Pindell, Pulliam, Smith

Mayor Pro Tem Darvin Harrell declared the motion passed unanimously.

## 6. TOWN ADMINISTRATOR REPORT

### Town Administrator

Trish Stiles, Town Administrator reported on the following:

- With a very heavy heart Ms. Stiles read for the record correspondence from Trustee Pulliam:  
“Dear Mayor, Fellow Trustees, and Town Staff:  
It is with regret that I must resign from the Bennett Town Board effective immediately. As many of you are aware, I am relocating to California for work and personal reasons.  
I have thoroughly enjoyed the last 17 years of involvement with the Town of Bennett government in my variety of roles. I am proud of the work that has been done by all my past and present fellow board members and planning commissioners. I am especially proud of the team of professionals serving at the staff level that has been recruited and developed over the past several years. The government of the Town of Bennett is truly a model for good governance at the local level.  
I am confident that the Town of Bennett is truly well positioned to grow in a smart fashion with key elements such as master planning, infrastructure, water, and commercial tax base recruitment coming together marvelously. I look forward to watching Bennett thrive.  
Be well, and do not hesitate to reach out at any time.  
Cheers,  
Rich Pulliam”
- In regards to the resignation of Trustee Pulliam, and certain requirements to fill the vacancy, Ms. Stiles recommended the Board of Trustees have further discussion during the regular board meeting on July 13<sup>th</sup>, 2021. Ms. Stiles expressed to the Board that Trustee Pulliam “Will be truly missed”.
- Attended the monthly check-in with CDOT (Colorado Department of Transportation).
- Two FTE (Full Time Employee) Community Service Officer (CSO) positions have been posted on the Town website. Deb Merkle is the acting as the interim Code Enforcement/Animal Control Officer.
- Dollar General has submitted a land use application.
- DOLA Best and Brightest – Steve Keen will be joining the Town as an intern starting July 6<sup>th</sup>.
- Ms. Stiles, Rachel Summers, and Taeler Houlberg are attending the Colorado State Managers Association Conference in Glenwood Spring June 23-25<sup>th</sup>.
- Staff is in discussion about a ribbon cutting / re-opening when all renovations/improvements are complete at the Bennett Community Center. The parking lot re-pavement is complete, parking lot lights are delayed, the kitchen is slated for a renovation in the near future.

## 7. TRUSTEE COMMENTS AND COMMITTEE REPORTS

### Larry Vittum

Trustee Vittum reported on the following;

- Attended DRCOG on June 16, 2021. Primary discussion surrounded Metro Vision.
- Governor Polis signed SB260 on June 17<sup>th</sup>, 2021. How can the Town of Bennett access these funds?

8. ADJOURNMENT

TRUSTEE VITTUM MOVED, TRUSTEE SUS SECONDED to adjourn the meeting. The meeting was adjourned at 7:44 p.m. Voting was as follows:

YES: Vittum, Harrell, Oakley, Sus

NO: None

EXCUSED: Pindell, Pulliam, Smith

The Mayor declared the motion carried by unanimous vote.

---

Darvin Harrell, Mayor Pro Tem

---

Christina Hart, Town Clerk

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: The Bennett Gives Back Advisory Board  
DATE: July 13, 2021  
SUBJECT: 2021 Bennett Gives Back Grant Awardees

---

## Background

---

The purpose of the Bennett Gives Back Grant (BGB Grant) program is for eligible organizations and special districts to obtain additional resources to help supplement services or resources provided to the residents of Bennett.

The Town of Bennett, through the BGB Grant, may provide a grant up to 90% of the costs of a qualifying event, project, program, or activity in an amount up to \$10,000 per organization per year from the Town's general fund.

---

## 2021 Applicants

---

The Town received 11 BGB Grant applications, for a total requested amount of \$83,621.15. The maximum funds available for this program in 2021 are \$40,000, therefore, the Bennett Gives Back Advisory Board met on May 24<sup>th</sup> to develop funding recommendations.

The applications received were as follows:

- **Bennett Boy Scout Troop 30-Replace Boy Scout Equipment and Storage**
  - Project Budget-\$11,112
  - Grant Request-\$10,000
  
- **Bennett Cub Scout Pack 30-Centralized Location for Pack 30 Resources**
  - Project Budget-\$4,753
  - Grant Request-\$4,278
  
- **Bennett Fire Protection District-Bennett Fire Station 92 Personal Protective Equipment Washer**
  - Project Budget-\$14,880
  - Grant Request-\$7,440
  
- **Bennett Imagination Library Program-Bennett Imagination Library Program**
  - Project Budget-\$3,050
  - Grant Request-\$2,745
  
- **Bennett Park and Recreation District-Maintenance Surprises**
  - Project Budget-\$20,000
  - Grant Request-\$10,000

- **Bennett Park and Recreation District-Pool Must Haves**
  - Project Budget-\$22,500
  - Grant Request-\$10,000
- **Bennett Wrestling Club-BWC Gear and Scales**
  - Project Budget-\$8,954
  - Grant Request-\$8,058
- **CASA of Adams and Broomfield Counties-CASA Volunteer Program**
  - Project Budget-\$713,432
  - Grant Request-\$3,000
- **Discovery Time Kids Early Learning Center-Water Mitigation and Beautification of Area Surrounding Discovery Time Kids Early Learning Center**
  - Project Budget-\$15,800
  - Grant Request-\$10,000
- **Bennett Community Food Bank-Semi-Trailer and Forklift**
  - Project Budget-\$9,000
  - Grant Request-\$8,100
- **Hearts, Hands and Hope Foundation-Continuous Support for Cancer Patients**
  - Project Budget-\$11,000
  - Grant Request-\$10,000

## **Bennett Gives Back Grant Awardees**

---

Based on the recommendation from the Bennett Gives Back Advisory Board, the Board of Trustees approved funding for the following grant applications, in the amounts specified below, on June 8, 2021.

- **Bennett Boy Scout Troop 30-Replace Boy Scout Equipment and Storage**
  - Grant Award-\$5,815
- **Bennett Fire Protection District-Bennett Fire Station 92 Personal Protective Equipment Washer**
  - Grant Award-\$7,440
- **Bennett Imagination Library Program - Bennett Imagination Library Program**
  - Grant Award-\$2,745
- **Bennett Park and Recreation District- Pool Must Haves**
  - Grant Award-\$7,500
- **Bennett Wrestling Club-BWC Gear and Scales**
  - Grant Award-\$4,000

- **Discovery Time Kids Early Learning Center-Water Mitigation and Beautification of Area Surrounding Discovery Time Kids Early Learning Center**
  - Grant Award-\$5,000
  
- **Hearts, Hands and Hope Foundation-Continuous Support for Cancer Patients**
  - Grant Award-\$10,000

**Public Hearing Script  
Board of Trustees  
Town of Bennett Lighting Standards**

---

MAYOR: I will next call the matter of the Town of Bennett proposed lighting standards update to the Bennett Municipal Code.

MAYOR: Ms. Hart, for the record, please state whether this hearing has been properly noticed.

[Town Clerk to summarize the notice required and accomplished for the hearing.]

MAYOR: Is there a staff presentation on this matter?

[Staff presentation/information]

MAYOR: This is a public hearing. Please keep public comment to the issues before the Town Board. Each speaker is asked to limit comment time to 3 minutes, unless the speaker represents a group of citizens, in which event additional time may be allocated. Please respect these limitations. I reserve the right to limit public comment that is inappropriate under these guidelines or otherwise improper. I also reserve the right to limit testimony or questioning that is repetitive, cumulative, argumentative, or not pertinent to the issues, and to set a limit on the duration of testimony if I determine it to be necessary in light of the number of persons who have signed up to testify.

MAYOR: Is there anyone here who wishes to speak on this issue?

[Public comment]

MAYOR: Is there anyone else in the public who wishes to speak on this issue? Hearing none, I now close the public comment portion of the public hearing. We will now proceed to Board discussion. Are there any questions from the Trustees, or any discussion of the Trustees?

[Town Board questions and discussion]

MAYOR: If there is no further discussion by the Town Board, I will entertain a motion on the Town of Bennett lighting standards update to the Bennett Municipal Code.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Steve Hebert, Planning and Economic Development Manager  
Taeler Houlberg, Assistant to the Town Administrator  
DATE: July 13, 2021  
SUBJECT: Proposed Changes to the Lighting Standards in the Bennett Municipal Code

## Background

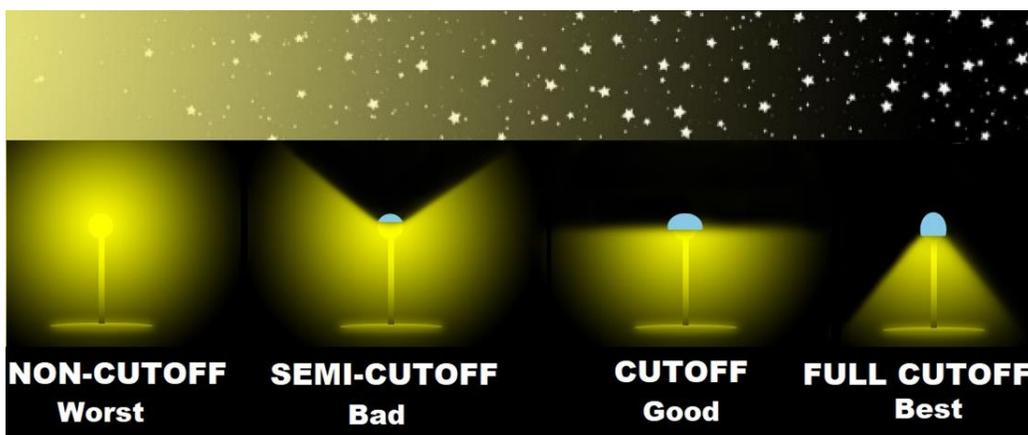
Trustee Pulliam presented to staff several proposed changes to the lighting standards in Chapter 16, Division 8 of the Bennett Municipal Code. Staff presented the proposed changes to the Town Board of Trustees in a study session in January 2020 and again in December 2020. During the second study session, the Board indicated general support of the changes as long as certain fixture installations were exempt and staff solicited input from the community. That exemption and community input are described later in this report.

The purpose of the Town's lighting standards is to:

1. Provide adequate lighting for safety and security;
2. Reduce light pollution, light trespass, glare, sky glow impacts and offensive light sources;
3. Prevent inappropriately aimed or poorly designed or installed exterior lighting;
4. Encourage quality lighting design, light fixture shielding, uniform light intensities and lighting controls; and
5. Promote efficient and cost-effective lighting to conserve energy.

The primary approach to reducing light pollution, light trespass and offensive lighting is to use full cut-off fixtures that conceal the light source, so it is not visible from adjacent properties and public rights-of-way (streets).

The image below illustrates the concept of cut-off fixtures. Also, see the PowerPoint presentation for more illustrations:



The current lighting standards were adopted in 2014. For various reasons, including the complexity of measuring the brightness (lumens) of light sources, the lack of public education and outreach, and the

number of lights in our residential, commercial and industrial neighborhoods, enforcement has not been effective. Staff conducted a windshield survey, driving Bennett neighborhoods in late November, and found 342 homes with non-compliant light fixtures. Many have motion-detector security lights with an unshielded light source. Given the limited scope of the survey, there are likely many more non-compliant fixtures.

## Summary of Proposed Changes

---

### Cut-off Fixtures and Single-Family Home Exemptions

The current code requires all exterior lights greater than 900 lumens (approximately 70 watts) to be shielded from view from adjacent properties and public rights-of-way. In addition, the code requires a full cut-off fixture to prevent the direct view of the light source, i.e., the bulb. A full cut-off fixture is designed so that light is aimed downward and the direct light source is shielded from view. (See examples attached to this staff report.)

For single-family detached dwellings, the code currently exempts light fixtures of sixty (60) watts or less from the full cut-off requirement; however, these fixtures must have a translucent or frosted lens. Clear unfrosted bulbs within clear fixtures are prohibited.

The proposed amendments would eliminate the 900 lumens threshold noted above and eliminate the exemption for a single-family home light fixture of 60 watts or less. The effect would require almost all light fixtures in residential and commercial areas to use full cut-off fixtures. The reference to translucent or frosted lenses would be eliminated because they would no longer be necessary.

A provision has been included in the proposed lighting standards that states that a replacement of an existing fixture to meet compliance is only required if an electrical permit is also required for the project or installation. If an electrical permit is not required, then the fixture does not have to conform to the provisions of the code. This was added based on the recommendation from the Board.

### Exemption for Ornamental Lighting

The current code exempts ornamental landscape lighting fixtures that do not exceed fifteen (15) watts from the lighting standards. The proposed amendment would eliminate this exemption and require all ornamental landscape lighting to use the full cut-off fixture. Holiday lights are currently exempt on residential and non-residential properties. No change is proposed for holiday lights. All exterior lighting, except for holiday lights, aviation lighting and public safety lighting, would be subject to the Town's lighting standards.

### Miscellaneous Clean-up Amendments

Several proposed updates clean-up the language to make it internally consistent if the ordinance is amended.

## Public Input

---

The proposed updates to the lighting standards were presented to the public at Engage.Shape.Build. on Wednesday, May 19, 2021, and were well-received by those in attendance with no notable opposition.

## Staff Review

---

It is Staff's interpretation that by removing the exemption for single-family residential lighting and requiring all light fixtures, regardless of brightness, to be full cut-off fixtures, light pollution will be reduced.

Additionally, requiring full cut-off fixtures, regardless of the lumens of the light source, would make enforcement easier. No longer will interpretation of the code depend on the light source's brightness; therefore, a visual inspection will be simplified. If the light source is directly visible, it will be considered non-compliant.

Finally, including the added provision of **only** requiring a light fixture to be replaced by a full cut-off fixture if an electrical permit is necessary for the installation, alleviates the concerns associated with financially burdening residents if the proposed amendments to Chapter 16 are approved.

## Planning and Zoning Commission Recommendation

---

On June 28, 2021, the Planning and Zoning Commission recommended approval of the proposed lighting standards via Resolution 2021-06.

## Staff Recommendation

---

Staff recommends that the Board of Trustees approve Ordinance 728-21, an ordinance amending Chapter 16 of the Bennett Municipal Code regarding lighting standards.

## Attachments

---

1. Staff PowerPoint Presentation
2. Trustee Pulliam's Original Comments and Proposed Changes
3. Resolution No. 2021-06
4. Draft Ordinance No. 728-21

# Proposed Changes to Lighting Standards

Town of Bennett Board of Trustees

July 13, 2021

Steve Hebert, Planning & Economic Development Manager

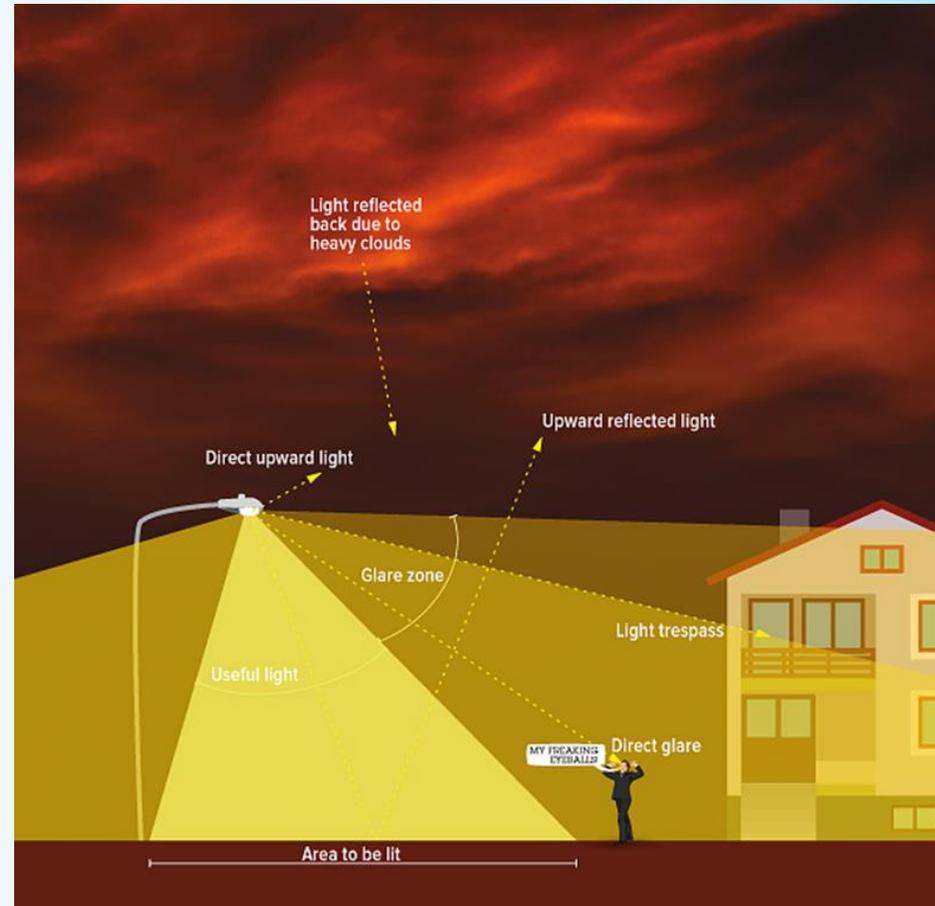
Taeler Houlberg, Assistant to the Town Administrator



# Purpose of the Lighting Standards in the Municipal Code (Chapter 16, Division 8)

1. Provide adequate lighting for safety and security;
2. Reduce light pollution, light trespass, glare, sky glow impacts and offensive light sources;
3. Prevent inappropriately aimed or poorly designed or installed exterior lighting;
4. Encourage quality lighting design, light fixture shielding, uniform light intensities and lighting controls; and
5. Promote efficient and cost-effective lighting to conserve energy.

# Concept of Light Trespass – Only Light Where Needed



# Concept of Light Trespass – Only Light Where Needed



# Key Provisions of Current Standards

1. Prohibit blinking, pulsating, flashing, changing intensity, strobe, beacon and laser lights
2. The illumination from an exterior lamp that emits more than nine hundred (900) lumens shall be a full cut-off fixture and fully shielded from view from adjacent properties and public rights-of-way
3. For single-family detached residences, full cut-off fixtures are not required if 60 watts or less, but, they must have a frosted or translucent cover
4. Ornamental landscape lighting exempt from cut-off fixture if 15 watts or less

# Measuring the Brightness of Lights

## Lumens Comparison Chart MORE LUMENS = MORE LIGHT MORE WATTS = MORE ENERGY USED

Refer to wattage of a common incandescent bulb to find desired lumens.



Lumens



Incandescent  
Watts



Halogen  
Watts



CFL  
Watts



LED  
Watts

240	=	25	19	9	5
450	=	40	30	12	8
800	=	60	44	17	12
1100	=	75	53	21	15
1600	=	100	70	27	20
2000	=	125	87	33	25
2600	=	150	102	39	30
<b>EST ENERGY SAVED</b>		<b>0%</b>	<b>20%</b>	<b>60%</b>	<b>80%</b>

The lumens, wattage and energy savings is estimated. Actual output will vary by product.

# Examples of Full Cut-off Fixtures

## Residential



## Commercial/Public



# Proposed Amendments to the Town of Bennett Lighting Standards

# Exemption for Minor Fixture Replacement

Sec. 16-2-810. – Purpose and applicability.

(4) Existing lighting systems. All existing, legally installed and operative nonconforming lighting systems may be continued; ~~but if provided, however, that compliance with the requirements of this Division is required when a luminaire, lamp or any other lighting equipment or part of a lighting system is replaced and an electrical permit is required for such replacement.~~ is removed, it shall only be replaced in a manner that complies with the requirements of this Division.

# Eliminate Exemption for Ornamental Lighting

Exemptions. The standards of this Division shall not apply to the following types of exterior lighting:

a. ~~Ornamental lighting: Ornamental landscape lighting where the maximum wattage of any single light fixture does not exceed the equivalent of fifteen watt incandescent or one hundred (100) lumens and is not used from 12:00 a.m. to dusk.~~

# Require Shielding Regardless of Lumens

Sec. 16-2-840. - Design standards.

(2) Shielding requirements: The illumination from an exterior lamp ~~that emits more than nine hundred (900) lumens~~[B1] shall be a full cut-off fixture and fully shielded from view from adjacent properties and public rights-of-way, except as otherwise permitted herein. Fixtures shall meet the definitions for fully shielded and full cut-off as defined in Division 2 of this Article.

Note: 900 lumens = 60 watts incandescent, 15 watts fluorescent/LED

# Delete Light Source Requirements

~~Light source requirements: All exterior light fixtures should utilize one (1) of the following bulb types: metal halide, compact fluorescent, incandescent (including tungsten halogen), high pressure sodium or LED. Alternative bulb types may be approved by the Zoning Administrator in accordance with Section 16-2-880.~~

# Eliminate Reference to Metal Halide for Flag Poles

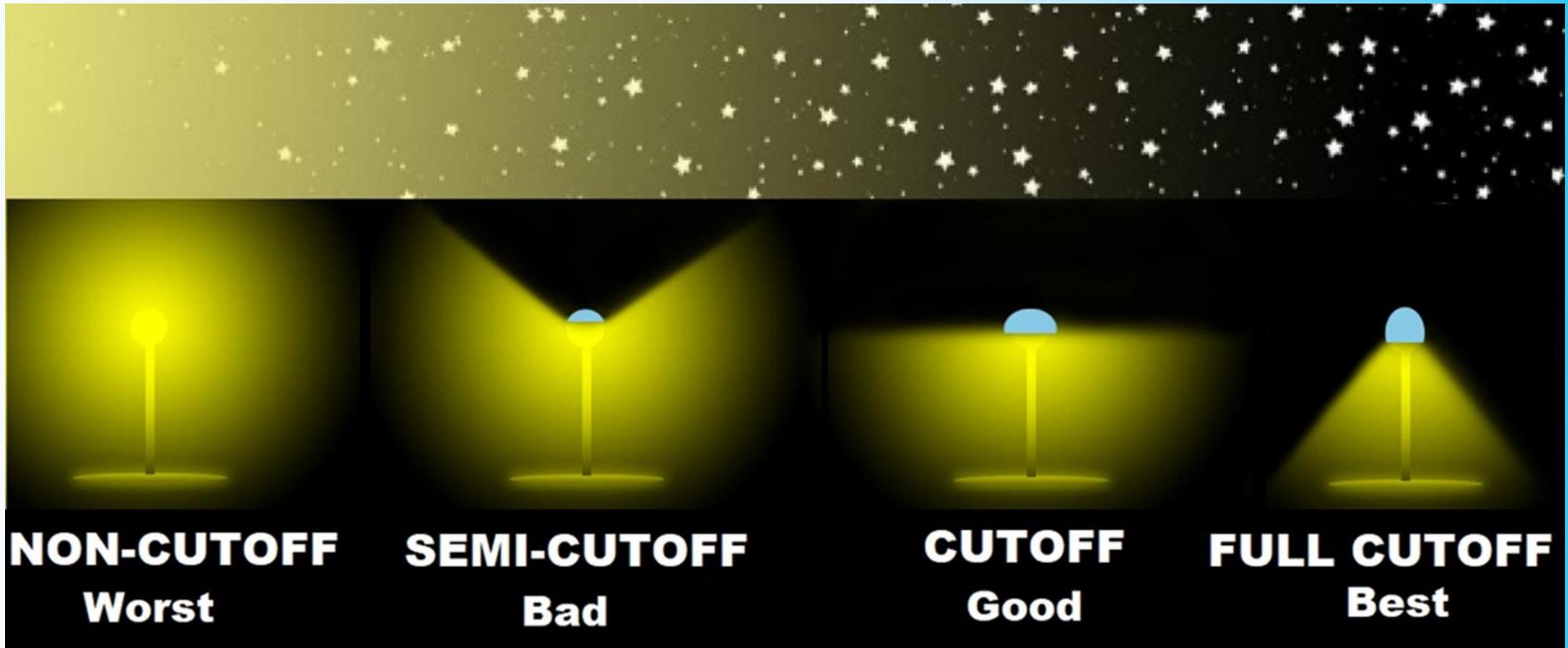
Flag poles: A flag may be illuminated by one (1) upward or downward aimed and shielded spotlight light fixture which shall not exceed 1000 lumens. ~~forty watt metal halide or its equivalent.~~ Flag pole lighting is exempt from the curfew limitations set forth in Section 16-2-850. The light source from the fixture, whether aimed upward or downward, must be shielded such that it is not visible from adjacent properties.

# Amend Requirements for Single-family Detached Dwellings

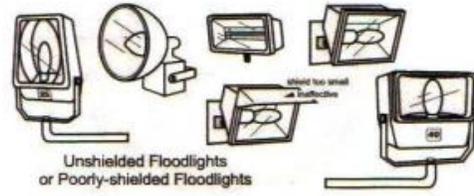
Single-family detached dwellings:

a. ~~Unless the total fixture wattage is sixty (60) watts or less, full cut-off fixtures must be utilized for exterior lighting of single-family detached dwellings in order to direct light emissions down onto the site and not shine direct illumination or glare onto adjacent properties. In order to reduce glare, fixtures at sixty (60) watts or less must be made of translucent materials or have a translucent or frosted lens to reduce glare. Clear unfrosted bulbs within clear fixtures are prohibited. For lighting technology that includes LED, light source emission shall meet the equivalent of a sixty watt incandescent bulb.~~

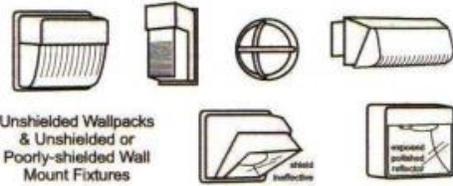
# Cut-off Fixture Comparisons



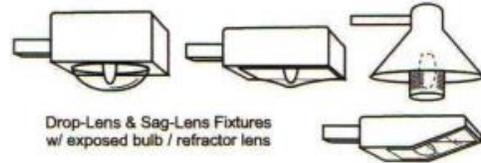
**UNACCEPTABLE FIXTURES**



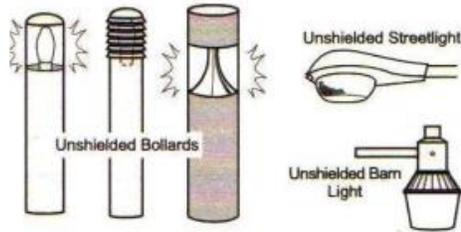
Unshielded Floodlights or Poorly-shielded Floodlights



Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures



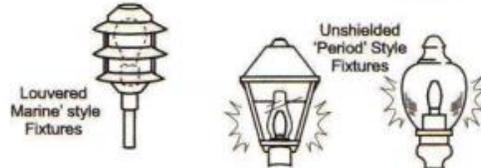
Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens



Unshielded Streetlight

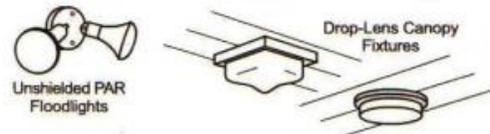
Unshielded Bollards

Unshielded Barn Light



Louvered Marine' style Fixtures

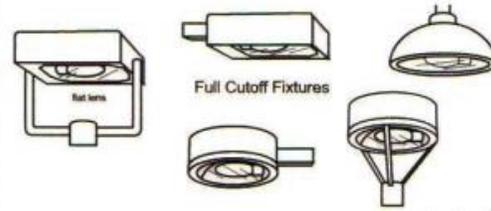
Unshielded 'Period' Style Fixtures



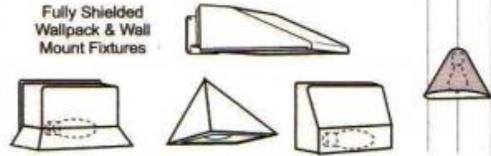
Unshielded PAR Floodlights

Drop-Lens Canopy Fixtures

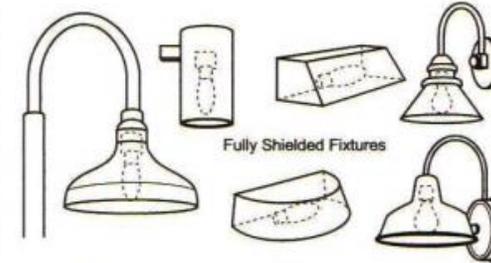
**ACCEPTABLE FIXTURES**



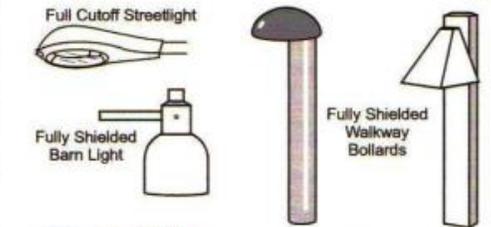
Full Cutoff Fixtures



Fully Shielded Wallpack & Wall Mount Fixtures



Fully Shielded Fixtures



Full Cutoff Streetlight

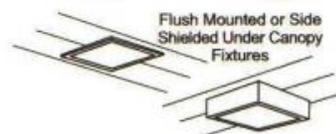
Fully Shielded Barn Light

Fully Shielded Walkway Bollards



Fully Shielded Decorative Fixtures

Fully Shielded 'Period' Style Fixtures

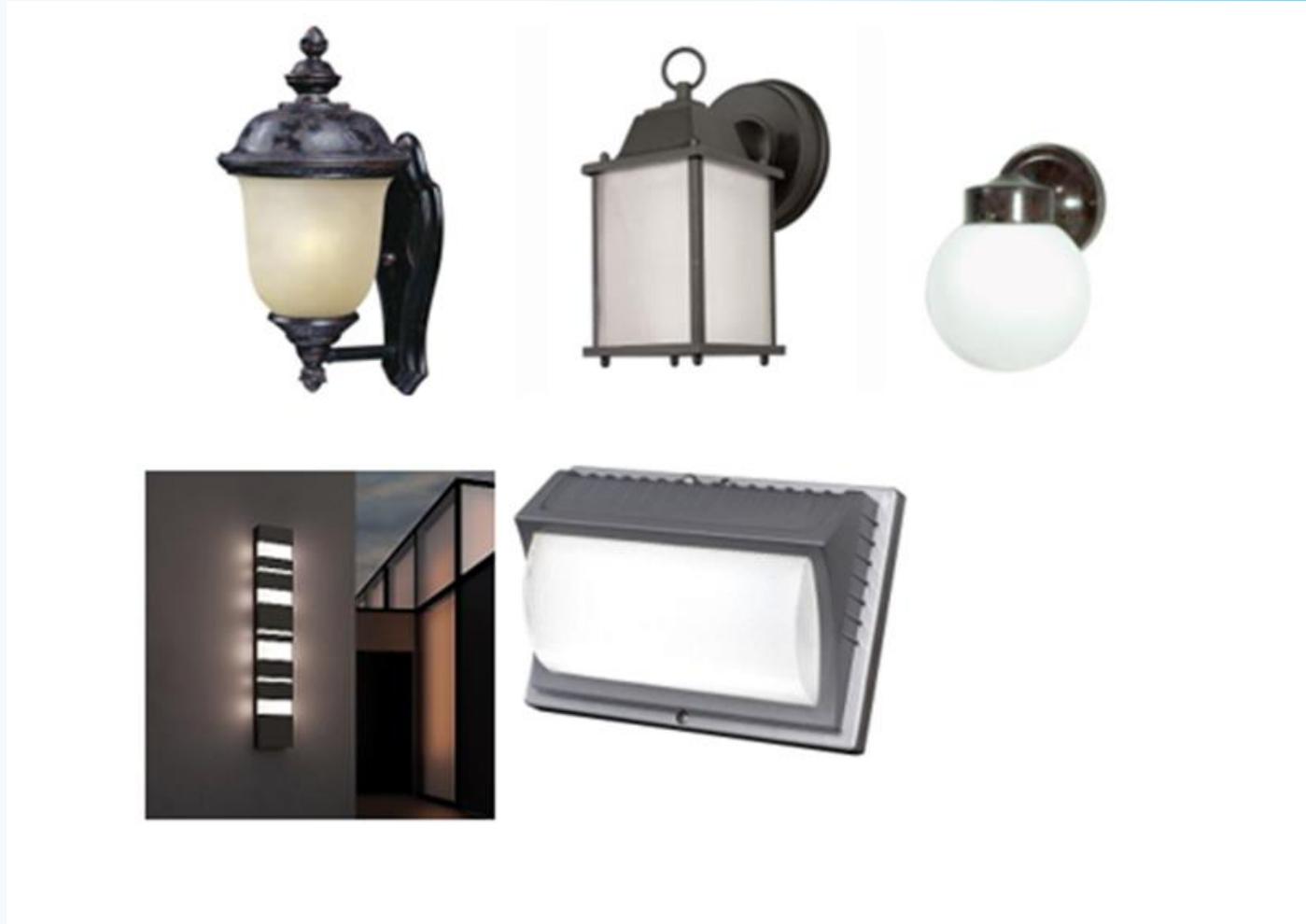


Flush Mounted or Side Shielded Under Canopy Fixtures

# Fixtures Not Permitted Under Current Code



# Currently Permitted if 60 Watts or Less



# Full Cut-off Fixtures



# Examples of Cut-off Fixtures for Landscaping/Ornamental



# Commercial and Public Applications



# Benefits of Proposed Amendments

- Light pollution will be reduced over time
- Determining compliance would be more straightforward (every fixture must be a full cut-off fixture)
- Exemption for minor fixture replacement alleviates financial burden for residents associated with replacing current fixture.
- Public Input
  - Presented at Engage.Shape.Build. on Wednesday, May 19, 2021
  - Suggested updates to lighting standards were well-received
- The Planning & Zoning Commission recommended approval via Resolution No. 2021-06 on June 28, 2021

# Questions, Comments and Discussion

Division 8 - Lighting Standards

Sec. 16-2-810. - Purpose and applicability.

- (a) Purpose. The purpose of these lighting standards is to:
- (1) Provide adequate lighting for safety and security;
  - (2) Reduce light pollution, light trespass, glare, sky glow impacts and offensive light sources;
  - (3) Prevent inappropriately aimed or poorly designed or installed exterior lighting;
  - (4) Encourage quality lighting design, light fixture shielding, uniform light intensities and lighting controls; and
  - (5) Promote efficient and cost-effective lighting to conserve energy.
- (b) Applicability. The lighting standards contained herein shall apply to all exterior lighting, including illumination from outdoor signs, and any interior lighting from buildings or structures that affect the outdoor environment, unless otherwise exempted herein. The following uses shall conform to the requirements of this Division:
- (1) New development. All new development that requires Town approval of a site plan or planned development plan shall conform to the lighting standards set forth in this Division and shall submit a lighting plan in accordance with Section 16-2-830.
  - (2) New construction or remodeling. All new construction for which a building permit is required and any remodeling of an existing building or structure for which a building permit is required shall conform to the lighting standards set forth in this Division; provided, however, that compliance with the requirements of this Division is required for a remodel of an existing building or structure only with respect to the remodeled portion of the existing building or structure. The requirements of this Division shall be met prior to a final inspection for any building permit.
  - (3) New lighting. All new exterior lighting and interior lighting from buildings or structures that affect the outdoor environment shall conform to the lighting standards set forth in this Division.
  - (4) Existing lighting systems. All existing, legally installed and operative nonconforming lighting systems may be continued, but if a luminaire, lamp or any other lighting equipment or part of a lighting system is removed, it shall only be replaced in a manner that complies with the requirements of this Division.
  - (6) Exemptions. The standards of this Division shall not apply to the following types of exterior lighting:
    - a. ~~Ornamental lighting: Ornamental landscape lighting where the maximum wattage of any single light fixture does not exceed the equivalent of fifteen watt incandescent or one hundred (100) lumens and is not used from 12:00 a.m. to dusk.~~
    - b. Holiday lights: Holiday lights on residential and nonresidential properties.
    - c. Aviation lighting: Lighting used exclusively for aviation purposes. All heliport lighting shall be turned off when the heliport is not in use.
    - d. Public safety lighting. Lighting required for public safety which includes: lighting within the right-of-way; emergency repairs within the right-of-way; and lighting installed by a governmental entity for the purposes of health, safety and welfare.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-820. - Prohibited lighting.

Search, blinking, pulsating, flashing, changing intensity, strobe, beacon and laser lights are all prohibited from use.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-830. - Lighting plan.

When a lighting plan is required as part of a site plan or final development plan, an applicant shall comply with submittal requirements for those plans as set forth in the Applicant Guide. When an application is not part of a formal subdivision or zoning application and is being processed through the site plan process, the applicant must submit a light plan that complies with the requirements set forth in the Applicant Guide. If the Zoning Administrator determines that the proposed lighting plan does not comply with this Section, the plan shall not be approved and the building permit shall not be issued.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-840. - Design standards.

Lighting shall meet the following design standards:

- (1) Lighting zones: Pursuant to Section 16-2-860, all zoning districts within the Town are placed within one (1) of two (2) lighting zones. Lighting within the lighting zones shall comply with the allowable light levels, light trespass levels, light pole heights and curfew requirements set forth in Table 2-16.
- (2) Shielding requirements: The illumination from an exterior lamp ~~that emits more than nine hundred (900) lumens~~ shall be a full cut-off fixture and fully shielded from view from adjacent properties and public rights-of-way, except as otherwise permitted herein. Fixtures shall meet the definitions for fully shielded and full cut-off as defined in Division 2 of this Article.
- (3) Side shields: Any exterior light fixture located within fifteen (15) feet of a property line of a residential zoning district or an existing residential use or within ten (10) feet of a public right-of-way shall provide side shields on the sides facing the property line, residential use, or public right-of-way, as applicable.
- (4) ~~Light source requirements: All exterior light fixtures should utilize one (1) of the following bulb types: metal halide, compact fluorescent, incandescent (including tungsten halogen), high pressure sodium or LED. Alternative bulb types may be approved by the Zoning Administrator in accordance with Section 16-2-880.~~
- (5) Light from buildings: The luminance levels at building entrances and windows may exceed the maximum allowed (see Table 2-16) by one hundred percent (100%) of the site lighting to a distance of five (5) feet from the building in order to accommodate light spillage from within the building and light from window signage (example: a convenience store).
- (6) Illuminating signs: In addition to compliance with Article III of this Chapter, all signs shall comply with the following lighting standards:
  - a. Internally illuminated signs:
    - i. Luminous intensity shall be limited to a maximum of 0.3 foot candles between dusk to dawn as measured from the sign's face.
  - b. Externally illuminated signs:
    - i. All light must be aimed directly onto the sign. No sign shall be illuminated with fixtures that provide unshielded upward transmission of light.

**Commented [B1]:** Strike – There are plenty of full-cut-off choices available.

**Commented [B2]:** What is the purpose of this section? This doesn't limit high power consumption technologies.

- ii. The total initial horizontal luminance level from external light sources shining on a sign shall not exceed eighty (80) lumens per square foot of sign face.
- (7) Canopy lighting: Lighting fixtures mounted on canopies are permitted in non-residential zoning districts only and shall be installed such that the bottom of the light fixture or its lens, whichever is lower, is recessed or mounted flush with the bottom surface of the canopy and parallel to the ground. Full cut-off light fixtures with side shields may project below the underside of a canopy. All light emitted by an under-canopy fixture shall be substantially confined to the ground surface directly beneath the perimeter of the canopy.
  - (8) Flag poles: A flag may be illuminated by one (1) upward or downward aimed and shielded spotlight light fixture which shall not exceed 1000 lumens. ~~forty-watt metal halide or its equivalent.~~ Flag pole lighting is exempt from the curfew limitations set forth in Section 16-2-850. *The light source from the fixture, whether aimed upward or downward, must be shielded such that it is not visible from adjacent properties.*
  - (9) Motion sensors: Motion sensor activations shall be permitted so long as the sensor is triggered by motion within the owner's property lines. The Zoning Administrator may grant exceptions to this requirement pursuant to Section 16-2-880.
  - (10) Architectural and landscape lighting: All light must be aimed directly onto the surface intended to receive the light source. All light fixtures shall be shielded and any uplighting on buildings may be permitted provided that no luminance escapes the facade. Building facades may be illuminated with a maximum of 8 lumens per square foot of the area intended to receive the light source. ~~forty-watt lamp.~~
  - (11) Recreational facilities: The maximum initial horizontal illumination for recreational facilities shall be the lesser of fifty (50) f.c. or the IESNA standards for the specific recreational facility. Lighting for parking lots and pedestrian areas shall be a maximum of five (5) f.c. All exterior lights shall be extinguished by 10:00 p.m. or immediately after the conclusion of the final event of the day. Lighting for security shall comply with Table 2-16.
  - (12) Single-family detached dwellings:
    - a. ~~Unless the total fixture wattage is sixty (60) watts or less, full cut-off fixtures must be utilized for exterior lighting of single-family detached dwellings in order to direct light emissions down onto the site and not shine direct illumination or glare onto adjacent properties. In order to reduce glare, fixtures at sixty (60) watts or less must be made of translucent materials or have a translucent or frosted lens to reduce glare. Clear unfrosted bulbs within clear fixtures are prohibited. For lighting technology that includes LED, light source emission shall meet the equivalent of a sixty-watt incandescent bulb.~~
    - b. The curfew requirements set forth in Section 16-2-850 do not apply to single-family detached dwellings.
  - (13) Right-of-way lighting: Lighting located within the public right-of-way shall comply with the definition of full cut-off as defined in Division 2 of this Article.
  - (14) Design Requirements. The style, color and design of the fixtures shall be compatible with the overall design concept and use of materials for the building, site and area of the lighting plan. Individual sites or projects shall use a consistent lamp source for uniformity in light color and intensity.

**Commented [B3]:** Makes this compliant with section above.

**Commented [B4]:** Simplifies and clarifies

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-850. - Hours of operation.

All nonresidential light fixtures shall be subject to the following curfew: all exterior lighting fixtures, except the minimum necessary for security, shall be extinguished by 10:00 p.m. or within one (1) hour after the close of the facility, whichever is later, and remain extinguished until dawn, or one (1) hour prior

to the commencement of business, whichever is earlier. Lights during pre- and post-curfew hours shall be operated as follows:

- (1) Pre-curfew: Pre-curfew light levels shall meet the standards set forth in this Division.
- (2) Post-curfew: Post-curfew light levels necessary for security shall comply with the standards set forth in Table 2-16. Motion sensors may be used for lighting fixtures not needed for constant security lighting.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-860. - Lighting zones.

Lighting Zones are designated as follows:

- (1) Lighting Zone 1: Low and moderate ambient lighting. Areas where lighting might adversely affect flora and fauna or disturb the character of the area. The vision of human residents and users is adapted to low to moderate light levels. Lighting may be used for safety, security, convenience, decorative or architectural detailed as described herein.
- (2) Lighting Zone 2: Moderately high ambient lighting. Areas of human activity where the vision of human residents and users is adapted to moderately high light levels. Lighting is generally desired for safety, security or convenience and it is often uniform or continuous.
- (3) Table 2-16 specifies the zoning districts within, and applicable to, each Lighting Zone:

**Table 2.16  
Lighting Zone Criteria**

	<b>Lighting Zone 1</b> Agricultural (A), Single-Family Residential (R-1), Two-Family Residential (R-2), Multi-Family Residential R-3) and Mobile Home District (MH, Public (P) and all applicable residential PDs	<b>Lighting Zone 2</b> Commercial (C), Employment Center (EC), Industrial (I) and applicable PDs
<b>Maximum illumination</b>	5 f.c. building entries and parking lots	5 f.c. building entries and parking lots; 20 f.c. under canopies for uses such as fueling stations
<b>Maximum light level at the property line</b>	0.5 f.c.	0.5 f.c.
<b>Post-curfew</b>	Entry lights may be left on. Parking lots with more than two (2) poles and pedestrian circulation lighting shall be reduced to security levels.*	Entry lights may be left on. Parking lots with more than two (2) poles and pedestrian circulation lighting shall be reduced to security levels.*

<b>Maximum pole height</b>	25 feet in parking lots; 12 feet for all sidewalks and pedestrian circulation routes	35 feet in parking lots; 12 feet for all sidewalks and pedestrian circulation routes
----------------------------	--	--

\* Security levels shall mean one (1) or more of the following techniques: (a) fifty percent (50%) reduction in lighting equipment; (b) motion sensors for lighting fixtures not needed for constant security lighting; or (c) site specific lighting such as lighting a trash dumpster, pay phone, or employee entrance.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-870. - Installation and maintenance.

Light fixtures shall be installed and maintained in a manner consistent with the lighting plan approved by the Town. The property owners and occupants shall be jointly responsible for the proper maintenance of the lighting fixtures and equipment on their property. Landscaping improvements shall be maintained as required by Section 16-2-780 in order eliminate conflicts between lighting fixtures and mature landscaping.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

Sec. 16-2-880. - Exceptions.

- (a) Criteria: The Zoning Administrator may grant an exception from the provisions of this Division if:
  - (1) The proposed exception is based upon a specific hardship that is unique to the site, is not self-inflicted by the property owner and is directly attributable to existing topographical or other site conditions that do not allow the applicant to satisfy the requirements of this Division; *and*
  - (2) The proposed exception shall at no time allow proposed light levels to exceed maximum lumen limits; and
  - (3) The proposed exception does not conflict with the overall intent of this Division to eliminate glare, light pollution and light trespass.
- (b) Equivalent material: The Zoning Administrator may approve any alternative design, material or method, provided that it provides an approximate equivalent method of satisfying these standards and complies with IESNA recommendations.
- (c) Conditions. In granting any exception pursuant to this Section, the Zoning Administrator may impose reasonable conditions to further the purpose of this Division.

( [Ord. 646-14 §1\(Exh. A\), 12-9-2014](#) )

**BENNETT PLANNING AND ZONING COMMISSION**

**RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE BENNETT PLANNING AND ZONING COMMISSION  
RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING CHAPTER 16 OF  
THE BENNETT MUNICIPAL CODE REGARDING LIGHTING STANDARDS**

**WHEREAS**, there has been proposed a draft ordinance to amend certain provisions in Chapter 16 of the Bennett Municipal Code; and

**WHEREAS**, the Planning and Zoning Commission has held a duly-noticed public hearing to consider and hear public comments on the proposed amendments; and

**WHEREAS**, based on the recommendation of Town Staff, the testimony of the witnesses and the documents made a part of the record of the public hearing, the Planning and Zoning Commission finds that the proposed ordinance should be approved in essentially the same form as accompanies this Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:**

**Section 1.** The Planning and Zoning Commission hereby recommends approval of the proposed ordinance amending Chapters 16 of the Bennett Municipal Code regarding lighting standards.

**INTRODUCED, PASSED AND ADOPTED, THIS 21ST DAY OF JUNE 2021.**



Chairperson

ATTEST:

  
Christina Hart, Secretary

**ORDINANCE NO. 728-21**

**AN ORDINANCE AMENDING CHAPTER 16 OF THE BENNETT MUNICIPAL CODE REGARDING LIGHTING STANDARDS**

**WHEREAS**, the Board of Trustees of the Town of Bennett (the “Town”) previously adopted Chapter 16 of the Bennett Municipal Code, which regulates land use and development in the Town; and

**WHEREAS**, the Board is authorized to adopt lighting standards for buildings and structures within the Town pursuant to state law, including but not limited to, Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers) and Section 31-15-103, C.R.S. (concerning municipal police powers); and

**WHEREAS**, the Board of Trustees desires to amend Chapter 16, Article II, Division 8 of the Bennett Municipal Code regarding lighting standards; and

**WHEREAS**, the Bennett Planning and Zoning Commission after notice and hearing has recommended the Board of Trustees adopt the amendments set forth in this Ordinance; and

**WHEREAS**, the Board of Trustees has provided notice of a public hearing on this Ordinance by publication as provided by law and held a public hearing as provided in said notice.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

**Section 1.** Section 16-2-810(b) of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

**Sec. 16-2-810. – Purpose and applicability.**

(b) Applicability. The lighting standards contained herein shall apply to all exterior lighting, including illumination from outdoor signs, and any interior lighting from buildings or structures that affect the outdoor environment, unless otherwise exempted herein. The following uses shall conform to the requirements of this Division:

(1) New development. All new development that requires Town approval of a site plan or planned development plan shall conform to the lighting standards set forth in this Division and shall submit a lighting plan in accordance with Section 16-2-830.

(2) New construction or remodeling. All new construction for which a building permit is required and any remodeling of an existing building or structure for which a building permit is required shall conform to the lighting standards set forth in this Division; provided, however, that compliance with the requirements of this Division is required for a remodel of an existing building or structure only with respect to the remodeled portion

of the existing building or structure. The requirements of this Division shall be met prior to a final inspection for any building permit.

(3) New lighting. All new exterior lighting and interior lighting from buildings or structures that affect the outdoor environment shall conform to the lighting standards set forth in this Division.

(4) Existing lighting systems. All existing, legally installed and operative nonconforming lighting systems may be continued; ~~but if provided, however, that compliance with the requirements of this Division is required when a luminaire, lamp or any other lighting equipment or part of a lighting system is replaced and an electrical permit is required for such replacement. is removed, it shall only be replaced in a manner that complies with the requirements of this Division.~~

~~(5)~~(6) Exemptions. The standards of this Division shall not apply to the following types of exterior lighting:

~~a. Ornamental lighting: Ornamental landscape lighting where the maximum wattage of any single light fixture does not exceed the equivalent of fifteen watt incandescent or one hundred (100) lumens and is not used from 12:00 a.m. to dusk.~~

~~b.a.~~ Holiday lights: Holiday lights on residential and nonresidential properties.

~~e.b.~~ Aviation lighting: Lighting used exclusively for aviation purposes. All heliport lighting shall be turned off when the heliport is not in use.

~~d.c.~~ Public safety lighting. Lighting required for public safety which includes: lighting within the right-of-way; emergency repairs within the right-of-way; and lighting installed by a governmental entity for the purposes of health, safety and welfare.

**Section 2.** Section 16-2-840 of the Bennett Municipal Code is hereby amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

**Sec. 16-2-840. – Design Standards.**

Lighting shall meet the following design standards:

(1) Lighting zones: Pursuant to Section 16-2-860, all zoning districts within the Town are placed within one (1) of two (2) lighting zones. Lighting within the lighting zones shall comply with the allowable light levels, light trespass levels, light pole heights and curfew requirements set forth in Table 2-16.

(2) Shielding requirements: The illumination from an exterior lamp ~~that emits more than nine hundred (900) lumens~~ shall be a full cut-off fixture and fully shielded from view from adjacent properties and public rights-of-way, except as otherwise permitted herein. Fixtures shall meet the definitions for fully shielded and full cut-off as defined in Division 2 of this Article.

(3) Side shields: Any exterior light fixture located within fifteen (15) feet of a property line of a residential zoning district or an existing residential use or within ten (10) feet of a public right-of-way shall provide side shields on the sides facing the property line, residential use, or public right-of-way, as applicable.

~~(4)~~ Light source requirements: All exterior light fixtures should utilize one (1) of the following bulb types: metal halide, compact fluorescent, incandescent (including tungsten halogen), high pressure sodium or LED. Alternative bulb types may be approved by the Zoning Administrator in accordance with Section 16-2-880.

~~(5)~~(4) Light from buildings: The luminance levels at building entrances and windows may exceed the maximum allowed (see Table 2-16) by one hundred percent (100%) of the site lighting to a distance of five (5) feet from the building in order to accommodate light spillage from within the building and light from window signage (example: a convenience store).

~~(6)~~(5) Illuminating signs: In addition to compliance with Article III of this Chapter, all signs shall comply with the following lighting standards:

a. Internally illuminated signs:

i. Luminous intensity shall be limited to a maximum of 0.3 foot candles between dusk to dawn as measured from the sign's face.

b. Externally illuminated signs:

i. All light must be aimed directly onto the sign. No sign shall be illuminated with fixtures that provide unshielded upward transmission of light.

ii. The total initial horizontal luminance level from external light sources shining on a sign shall not exceed eighty (80) lumens per square foot of sign face.

~~(7)~~(6) Canopy lighting: Lighting fixtures mounted on canopies are permitted in non-residential zoning districts only and shall be installed such that the bottom of the light fixture or its lens, whichever is lower, is recessed or mounted flush with the bottom surface of the canopy and parallel to the ground. Full cut-off light fixtures with side shields may project below the underside of a canopy. All light emitted by an under-canopy fixture shall be substantially confined to the ground surface directly beneath the perimeter of the canopy.

~~(8)~~(7) Flag poles: A flag may be illuminated by one (1) upward or downward aimed and shielded spotlight light fixture which shall not exceed 1000 lumens. ~~forty-watt metal halide or its equivalent~~. Flag pole lighting is exempt from the curfew limitations set forth in Section 16-2-850. The light source from the fixture, whether aimed upward or downward, must be shielded such that it is not visible from adjacent properties.

~~(9)~~(8) Motion sensors: Motion sensor activations shall be permitted so long as the sensor is triggered by motion within the owner's property lines. The Zoning Administrator may grant exceptions to this requirement pursuant to Section 16-2-880.

~~(10)~~(9) Architectural and landscape lighting: All light must be aimed directly onto the surface intended to receive the light source. All light fixtures shall be shielded and any uplighting on buildings may be permitted provided that no luminance escapes the facade. Building facades may be illuminated with a maximum of 8 lumens per square foot of the area intended to receive the light source. ~~forty-watt lamp~~.

~~(11)~~(10) Recreational facilities: The maximum initial horizontal illumination for recreational facilities shall be the lesser of fifty (50) f.c. or the IESNA standards for the

specific recreational facility. Lighting for parking lots and pedestrian areas shall be a maximum of five (5) f.c. All exterior lights shall be extinguished by 10:00 p.m. or immediately after the conclusion of the final event of the day. Lighting for security shall comply with Table 2-16.

~~(12)~~(11) Single-family detached dwellings:

a. ~~Unless the total fixture wattage is sixty (60) watts or less, full cut-off fixtures must be utilized for exterior lighting of single-family detached dwellings in order to direct light emissions down onto the site and not shine direct illumination or glare onto adjacent properties. In order to reduce glare, fixtures at sixty (60) watts or less must be made of translucent materials or have a translucent or frosted lens to reduce glare. Clear unfrosted bulbs within clear fixtures are prohibited. For lighting technology that includes LED, light source emission shall meet the equivalent of a sixty-watt incandescent bulb.~~

b. The curfew requirements set forth in Section 16-2-850 do not apply to single-family detached dwellings.

~~(13)~~(12) Right-of-way lighting: Lighting located within the public right-of-way shall comply with the definition of full cut-off as defined in Division 2 of this Article.

~~(14)~~(13) Design Requirements. The style, color and design of the fixtures shall be compatible with the overall design concept and use of materials for the building, site and area of the lighting plan. Individual sites or projects shall use a consistent lamp source for uniformity in light color and intensity.

**Section 3.** This Ordinance and the amendments to the Bennett Municipal Code set forth herein shall take effect thirty days after publication.

**Section 4.** If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

**Section 5.** The repeal or modification of any provision of the Municipal Code of the Town of Bennett by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 6.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ AND ADOPTED THIS 13TH DAY OF JULY 2021.**

TOWN OF BENNETT, COLORADO

\_\_\_\_\_  
Royce D. Pindell, Mayor

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

### **Suggested Motion**

I move to approve Ordinance No. 728-21 - An ordinance amending Chapter 16 of the Bennett Municipal Code regarding lighting standards.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
 FROM: Rachel Summers, Deputy Town Administrator  
 DATE: July 13, 2021  
 SUBJECT: Proposed Amendment for Chapter 13 of the Bennett Municipal Code

## Background

On November 12, 2019, the Board of Trustees approved amendments to Chapter 13 of the Bennett Municipal Code. At the time, the Town had recently completed a Capital Asset Inventory Master Plan (CAIMP), that reviewed and analyzed the costs of operating and maintaining the Town’s water and sewer system and identified long-range planning for the costs of improving such systems.

The CAIMP process identified that the Town would move towards a Single Family Equivalent (SFE) system demand. An SFE is a numerical value calculated for a specific property based upon the demand placed on the water and sewer systems of the Town by an average single-family residential unit. This model sizes taps based on multiple factors and is much different than the three previous catch-all categories. Additionally, the amendment changed the separate cash-in-lieu and tap fee requirement and created an all-encompassing water development fee. This fee now calculates the water infrastructure impacts and raw water rights as one fee. Confusion surrounding collection and market inflation of water purchases were the driving factors for this change. The amendment concluded with the requirement of a Water Service Agreement, which ratifies the water development fee and SFE calculations at the time of building permit.

Over the last year, Staff witnessed confusion with the transition from the developer to new homeowners at the time of their application for water service. For this reason, Staff created a welcome packet regarding utilities in Bennett to help mitigate this confusion. This packet was created for consumer education of the water system, our rates and the Water Service Agreement assigned tier purchased with their original tap. The packet is given to all new Town water service customers.

Below is a depiction of the water tier structure within the SFE calculator. As you can see from the estimated gallons per year tier allocations, the cost of the water development fee is adjusted accordingly. Therefore, it is essential to educate homeowners on the tier water use as this is the reserved capacity on the system at the time of tap. If homeowners drastically overuse water, we would not have enough financial support in our system to offset the cost for additional water rights and infrastructure.

	PER BUILDING STRUCTURE UTILITY TIER (GALLONS PER YEAR):							(0)
	Gold - Tier	Wise - Tier I	Typical SFE - Tier II	Residential Estate SFE - Tier III	Small Office Retail - Tier IV	Commercial/ Other- Tier V	Above Tier V	
SFE's Allocation:	.6 SFE's	.8 SFE's	1 SFE's	1.67 SFE's	3.34 SFE'S	5.34 SFE'S	0.00	
Min Gallons Per Year:	0 GPY	70,000 GPY	90,000 GPY	140,000 GPY	240,000 GPY	500,000 GPY	SFE's	
Max Gallons Per Year:	<69,999 GPY	<89,999 GPY	139,999 GPY	239,999 GPY	499,999 GPY	680,000 GPY		
Water Development Fee:	\$14,671	\$19,560	\$24,451	\$40,833	\$81,666	\$130,568	\$	(0)
Sewer Development Fee:	\$3,433	\$4,578	\$5,722	\$9,556	\$19,111	\$30,555	\$	(0)

During this time of transition, from the previous dedication cash-in-lieu model to the new water development fee, Staff identified inconsistencies in the Code and discrepancies when homes are transitioned to new owners that do not have an SFE count established. The attached draft Ordinance 729-21 identifies the proposed cleanup of Chapter 13 of the Bennett Municipal Code. These changes are proposed for both Staff and consumer clarity.

## Chapter 13 Proposed Updates

---

### Article III – Water Regulations

#### Current Code Language

##### Sec. 13-3-10. - Application.

- (a) Application for the use of water shall be made to the Town Clerk by the owner or the agent of the property to be served, designating the location of the property and stating the purpose for which the water may be required.

#### Proposed Code Language

##### Sec. 13-3-10. – Initiation of water service; service agreement.

- a) The owner of any property seeking water service from the Town shall execute a water service agreement that sets forth the parameters of water service to the property, including a SFE allocation and water usage limits. The SFE allocation shall be based on the SFEs allocated to the development pursuant to Section 13-1-10 of this Code or if no such allocation has been made then the allocation will be one (1) SFE for residential properties. For non-residential properties without a developer allocation pursuant to Section 13-1-10, the SFE allocation will be determined using the SFE calculator adopted by the Town Water Engineer.
- b) If actual water usage on a property exceeds the water usage limits corresponding to the SFE allocation for the property, the property owner may be responsible for paying an additional water development fee to make up for the shortfall as provided in Section 13-1-10 of this Code.

As you can see in Section 13-3-10 (b), the property owner **may** be responsible for paying additional water development fees according to **Section 13-1-10 of the Code**, which was established in 2019. More specifically, Section 13-1-10 (d) Expansion of use; adjustment of SFE:

*In the event of any change or expansion of use which expands the demand on the water utility system, an additional water development fee shall be paid to the Town for the additional SFEs created by such change or expansion. Additionally, if the annual water usage of a property exceeds the projected usage, the then-current owner shall be responsible for paying an additional water development fee to make up for the shortfall. Such payment of the additional water development fee shall be required as a condition precedent to the approval of any permit for, and to the provision of any water service to, such changed or expanded use. No such permit or provision of water service shall receive final approval or be deemed authorized until all requirements of this Article have been satisfied. Failure to comply with this requirement may result in the imposition of a moratorium on the issuance of new water taps for the development, the discontinuation of nonessential water service to the affected area, or both.*

Once water infrastructure cost and demands were identified in CAIMP, water conservation became a Board policy directive. The primary goal with the proposed Section 13-3-10 amendments is for public education of water consumption and use. Understanding how much water they use and where they are within the range of their SFE tier at the time of tap is vital to this policy direction and the future of our water system. Staff believes that consumers who understand the water service agreement and their tiered use limits are more likely to know when possible leaks or waste happen in their landscape and indoor water use. Today more and more developers advocate for xeriscape landscaping for the master-planned communities to abide by this water conservation policy and Staff is encouraging the discussion. The requirement for water service agreements by each homeowner will provide upfront communication at the point of sale.

Furthermore, this section allows flexibility for homeowners who want to purchase additional water rights to expand their use limits if they so chose. If a homeowner wants additional sod in their backyard with more than the original limits, it is possible, but they may or may not need to purchase additional water rights.

### Staff Recommendation

---

Staff recommends the Board of Trustees approve Ordinance 729-21 amending Chapter 13 of the Bennett Municipal Code regarding initiation of water service and water service agreements.

### Attachments

---

1. Welcome Packet with Water Service Agreement
2. SFE Calculator
3. Draft Ordinance 729-21

# UTILITY DEPARTMENT



welcome neighbors.

Dear New Water/Sewer Customer,

Welcome to Bennett, thank you for choosing to join our community.

The Town of Bennett is responsible for providing and billing water and wastewater services for residents and businesses within Town Limits. All utility customers must fill out and sign a Utility Service Application and a Service Commitment Agreement and return it to Town Hall.

Our billing cycle runs from the 15<sup>th</sup> to the 15<sup>th</sup> of each month, with billing processed on the 1<sup>st</sup>. Payments are due by the 26<sup>th</sup> of each month. A late fee of 5% is charged for unpaid balances.

If you have sewer service with the Town of Bennett, your rate is based on your average winter monthly consumption (AWMC) and is calculated yearly. As a new resident your current sewer rate is billed at the current average rate for all sewer customers in the Town of Bennett.

To pay your water bill you can mail your payments to Town Hall, pay them in person, pay online at [www.townofbennett.org](http://www.townofbennett.org) or drop your payment in the after-hours drop box located in front of Town Hall. If you are interested in signing up for automatic payments or budget billing please contact the Town.

**Location:**  
Town of Bennett Town Hall  
207 Muegge Way  
Bennett, CO 80102

**Office Hours:**  
Monday – Thursday, 7:00 a.m. – 5:00 p.m.

## Utility Rates

Water

\$32.80 base charge plus usage charge

0 – 4,000 gallons	Included in base charge
4,001 – 8,000 gallons	\$4.00 per 1,000 gallons
8,001 – 16,000 gallons	\$6.00 per 1,000 gallons
16,001 + gallons	\$14.00 per 1,000 gallons

Initials \_\_\_\_\_

Wastewater

\$37.98 base charge plus \$7.50 per 1000-gallon average water usage during evaluation period (Nov. 15<sup>th</sup> – Feb. 15<sup>th</sup>). Annual rate calculated in April every year.

If you have any question now or in the future, please contact Utility Billing Specialist, Jerry Weller at [jweller@bennett.co.us](mailto:jweller@bennett.co.us) or 303-644-3249 ext. 100

# UTILITY SERVICE APPLICATION



welcome neighbors.

---

**SERVICE ADDRESS**


**BEGINNING SERVICE DATE**

--

**APPLICANT'S NAME**

--

**BILLING ADDRESS**


**TELEPHONE NUMBERS**

--

**EMAIL**

--

*It is agreed by my signature that I am the property owner to the above listed property and will abide by the rules & regulations in Chapter 13 of the Bennett Municipal Code regarding the provision of the utility services.*

Signed and agree to terms set forth in the Water Service Agreement.

**APPLICANT'S SIGNATURE****DATE**

--

---

**OFFICE USE ONLY**

Account	
Beginning Meter Reading	
If Renter, Approved by Landlord	

# UTILITY RATE EXAMPLES

**Landscape Area Water Use**

- Denver Water Estimates that Average Landscape Area Uses 15 Galls Per Square Foot of Landscape Area a Year

**Per Capita Water Use (Estimate .87 Person Per Room)**

- Denver Water Estimates that Average Per Capita Water Use is 50 Gallons Per Day or 18,250 Per Year Per Bedroom/Hotel Room
- Denver Water Estimates that Average Per Capita Water Use is 35 Gallons Per Day or 12,775 Per Year Per Employee

**Common Area Water Use, Such as Kitchen, Breakroom or Washroom**

- Denver Water Estimates that Typical Common Area Use is: 6,000 GPY Residential, 15,000 GPY Commercials, 200,000 GPY Restaurant

## HIGH USE

Mostly Irrigated Sod  
Very Little Hardscape

## MID-LEVEL USE

Some Irrigated Sod  
Some Hardscape-Xeriscape

## LOW USE

No Sod  
All Hardscape - Xeriscape

GALLONS USED	BASE RATE \$32.80	0-4000	4001-8000	8001-1600	16001 +	WATER BILL
High Use - 39,000	\$32.80	\$0.00	\$16.00	\$48.00	\$322.00	\$418.80
Mid-Level Use - 10,000	\$32.80	\$0.00	\$16.00	\$12.00	NA	\$60.80
Low Use - 3,000	\$32.80	\$0.00	NA	NA	NA	\$32.80

# Water Service Commitment Agreement



On November 12, 2019, the Town of Bennett Board of Trustees adopted Ordinance 704-19 amending chapter 13 of the Bennett Municipal Code regarding water and sewer development fees. As stated in section 13-1-10 (c) upon payment of the water development fee and issuance of a building permit, the applicant shall be granted a reservation of water service in an amount specified utilizing a Single-Family Equivalent (SFE) for a period coinciding with the term of the building permit. The terms of such reservation per SFE shall be memorialized by this Service Commitment Agreement.

The amount of the water development fee and the corresponding water usage limits are calculated based on information provided by the property owner/applicant, the SFE Calculator and the following Water Tier and Water Usage Limits schedule:

TIER	SFE ALLOCATION	WATER USAGE LIMITS (MAX)	WATER DEVELOPMENT FEE
Gold	.6	69,999 Gallons Per Year	\$ 14,670.60
TIER I	.8	89,999 Gallons Per Year	\$ 19,560.00
TIER II	1	139,999 Gallons Per Year	\$ 24,451.00
TIER III	1.67	239,999 Gallons Per Year	\$ 40,833.00
TIER IV	3.34	499,999 Gallons Per Year	\$ 81,666.00
TIER V	5.34	680,000 Gallons Per Year	\$ 130,568.00

## Service Commitment Agreement

This Service Commitment Agreement (the "Agreement") is effective as of the date of issuance of the building permit and is applicable to the property listed below. This Agreement runs with the property and is binding on its future owners.

**Attach legal description. Properties with multiple water accounts specify service area by tap. Each separate water account requires a separate Service Commitment Agreement.**

Location: \_\_\_\_\_

Building/Unit Type: \_\_\_\_\_

Permit Number: \_\_\_\_\_

**The Proposed use is as follows:**

Use: *Example: Gas Station No Car Wash* \_\_\_\_\_

The Town of Bennett hereby approves water service for the above-referenced property at the following tier:

**(Check One):**

Gold  TIER I  TIER II  TIER III  TIER IV  Tier V  Other: \_\_\_\_\_

By signing below I agree that if the actual water usage exceeds the water usage limit that corresponds to the tier selection indicated above, an additional water development fee and/or a larger water meter/tap, may be required. Additionally, if the actual type of use differs from the proposed use, the owner may be subject to subsequent review and or additional charges. Sewer tap fees and service commitments are based on the SFE calculator and by reference to the water usage tier and fee schedule adopted by the Town of Bennett. Additional sewer taps may be charged if the water tap size is changed.

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Town of Bennett Signature \_\_\_\_\_ Date \_\_\_\_\_

# Single-Family Equivalent (SFE) Calculator

Project/Development Name : \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_

Applicant E-mail Address: \_\_\_\_\_

Service Address: \_\_\_\_\_

Unit Type/Model Reference: \_\_\_\_\_



## Project Information

Please fill in the blue boxes below

Select from Drop Down Unit Type

Enter Number of Buildings/Structures

Enter Number of Units Within Multi-Family Building

Enter Total Lot Size (Enter Square Feet):

Enter Total Non-Irrigated Area, i.e. Building Roof, Driveway, Patio (Enter Square Feet):

Enter Total Purple Pipe or Xeriscape (zero demand) Irrigation (Enter Square Feet):

Enter Number of Bedrooms (Per Building Average for Multi-Family) or Hotel Room:

Enter Number of Total Employees Per Day (Non-Residential Only):

Irrigated Area: 0

## Utility Impact - Tier Allocation

### Landscape Area Water Use

\*\*Denver Water Estimates that Average Landscape Area Uses 15 Gallons Per Square Foot of Landscape Area a Year

### Per Capita Water Use (Estimate .87 Person Per Room)

\*\*Denver Water Estimates that Average Per Capita Water Use is 50 Gallons Per Day or 18,250 Per Year Per Bedroom/Hotel Room

\*\*Denver Water Estimates that Average Per Capita Water Use is 35 Gallons Per Day or 12,775 Per Year Per Employee

### Common Area Water Use, Such As Kitchen, Breakroom or Washroom.

\*\*Denver Water Estimates that Typical Common Area Use is: 6,000 GPY Residential/Multi-Family(e), 15,000 GPY Commercial, 200,000 GPY Restaurant

### PER BUILDING STRUCTURE UTILITY TIER (GALLONS PER YEAR): (0)

	Gold - Tier	Wise - Tier I	Typical SFE - Tier II	Residential Estate SFE - Tier III	Small Office Retail - Tier IV	Commercial/ Other- Tier V	Above Tier V
SFE's Allocation:	.6 SFE's	.8 SFE's	1 SFE's	1.67 SFE's	3.34 SFE'S	5.34 SFE'S	0.00
Min Gallons Per Year:	0 GPY	70,000 GPY	90,000 GPY	140,000 GPY	240,000 GPY	500,000 GPY	SFE's
Max Gallons Per Year:	<69,999 GPY	<89,999 GPY	139,999 GPY	239,999 GPY	499,999 GPY	680,000 GPY	
Water Development Fee:	\$14,671	\$19,560	\$24,451	\$40,833	\$81,666	\$130,568	\$ (0)
Sewer Development Fee:	\$3,433	\$4,578	\$5,722	\$9,556	\$19,111	\$30,555	\$ (0)

## Facilities, Storm and Transportation Impact - Tier Allocation

### Facilities, Storm and Transportation Impact

\*\*Based on square footage allocation for usable space plus parking.

### PER UNIT IMPACT TIER: (0)

	Gold - Tier	Wise - Tier I	Typical SFE - Tier II	Residential Estate SFE - Tier III	Small Office Retail - Tier IV	Commercial/ Other- Tier V	Above Tier V
Impact Tier:	Gold - Tier	Wise - Tier I	Typical SFE - Tier II	Residential Estate SFE - Tier III	Small Office Retail - Tier IV	Commercial/ Other- Tier V	Above Tier V
SFE's Allocation:	.6 SFE's	.8 SFE's	1 SFE's	1.67 SFE's	3.34 SFE'S	5.34 SFE'S	0.00
Min Useable Square Footage:	0 SF	1,200 SF	2,500 SF	5,000 SF	8,700 SF	20,000 SF	SFE's
Max Useable Square Footage:	<999 SF	<2,499 SF	<4,999 SF	<8,699 SF	<19,999 SF	<26,700 GPY	
Facilities Fee:	\$1,685	\$2,246	\$2,808	\$4,689	\$9,379	\$14,995	\$ (0)
Storm Fee:	\$340	\$453	\$566	\$945	\$1,890	\$3,022	\$ (0)
Transportation Fee:	\$478	\$637	\$796	\$1,329	\$2,659	\$4,251	\$ (0)

**ORDINANCE NO. 729-21**

**AN ORDINANCE AMENDING CHAPTER 13 OF THE BENNETT MUNICIPAL  
CODE REGARDING INITIATION OF WATER SERVICE AND WATER SERVICE  
AGREEMENTS**

**WHEREAS**, the Town of Bennett (the “Town”) operates a municipal water system; and

**WHEREAS**, the Board of Trustees desires to make an amendment to Chapter 13 of the Bennett Municipal Code regarding initiation of water service and water service agreements.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO, AS FOLLOWS:

**Section 1.** Section 13-3-10 of the Bennett Municipal Code is hereby repealed in its entirety and replaced with a new Section 13-3-10 to read as follows:

**Sec. 13-3-10. – Initiation of water service; service agreement.**

(a) The owner of any property seeking water service from the Town shall execute a water service agreement that sets forth the parameters of water service to the property, including a SFE allocation and water usage limits. The SFE allocation shall be based on the SFEs allocated to the development pursuant to Section 13-1-10 of this Code or if no such allocation has been made then the allocation will be one (1) SFE for residential properties. For non-residential properties without a developer allocation pursuant to Section 13-1-10, the SFE allocation will be determined using the SFE calculator adopted by the Town Water Engineer.

(b) If actual water usage on a property exceeds the water usage limits corresponding to the SFE allocation for the property, the property owner may be responsible for paying an additional water development fee to make up for the shortfall as provided in Section 13-1-10 of this Code.

**Section 2.** This Ordinance and the amendment to the Bennett Municipal Code set forth herein shall take effect thirty days after publication.

**Section 3.** If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

**Section 4.** The repeal or modification of any provision of the Municipal Code of the Town of Bennett by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the

purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 5.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ AND ADOPTED THIS 13TH DAY OF JULY, 2021.**

TOWN OF BENNETT, COLORADO

\_\_\_\_\_  
Royce D. Pindell, Mayor

ATTEST:

\_\_\_\_\_  
Christina Hart, Town Clerk

### **Suggested Motion**

I move to approve Ordinance No. 729-21 – An ordinance amending Chapter 13 of the Bennett Municipal Code regarding initiation of water service and water service agreements.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Trish Stiles, Town Administrator  
Melinda Culley, Town Attorney  
DATE: July 13, 2021  
SUBJECT: Ordinance Prohibiting the Use of Dynamic Braking Devices

## Background

Staff and Board members have received noise complaints about trucks using dynamic braking devices in Town limits. A dynamic braking device is a device used primarily by large trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes. They are sometimes referred to as Jake Brakes although that term is a trademark of the Jacobs Vehicle Systems, which is just one manufacturer of these types of devices.

Currently, the Model Traffic Code (Section 225) requires commercial vehicles equipped with engine compression brake devices to have a proper muffler. The Town has adopted the Model Traffic Code and a violation of Section 225 is currently treated as a non-criminal traffic infraction under the Town Code.

The Board was presented with two options for regulating engine brake noise. The first option was to increase education and enforcement efforts on the aforementioned requirement under the Model Traffic Code. The Board could also have amended the Town Code to make it a criminal offense to violate Section 225. The second option was to prohibit the use of dynamic braking devices within Town limits altogether, which can be done under the Town's authority to regulate noise and disturbances.

Following discussion during the June 22<sup>nd</sup> Study Session, Staff was provided direction to move forward with the proposed ordinance that would prohibit use of the dynamic braking devices within Town limits. The proposed ordinance has been provided for additional review and for approval consideration.

## Staff Recommendation

Staff recommends the Board approve Ordinance 730-21, an ordinance amending Chapter 10 of the Bennett Municipal Code to prohibit the use of dynamic braking devices in the Town.

## Attachments

1. Draft Ordinance No. 730-21

**ORDINANCE NO. 730-21**

**AN ORDINANCE AMENDING CHAPTER 10 OF THE BENNETT MUNICIPAL CODE TO PROHIBIT THE USE OF DYNAMIC BRAKING DEVICES IN THE TOWN**

**WHEREAS**, pursuant to C.R.S. § 31-15-401, the Town may prevent and suppress noises and disturbances in any public or private place; and

**WHEREAS**, the Board of Trustees finds that the creation of excessive noise by large trucks in particular is a detriment to public health, comfort, convenience, safety and welfare; and

**WHEREAS**, the Board of Trustees desires to prohibit the use of dynamic braking devices in order to secure and promote the public health, comfort, convenience, safety and welfare of the Town and its inhabitants.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF BENNETT, COLORADO:

**Section 1.** Chapter 10, Article V of the Bennett Municipal Code is hereby amended by the addition of a new Section 8-5-190 to read as follows:

**Sec. 8-5-190 - Dynamic braking devices.**

No person shall operate within the limits of the Town any motor vehicle with a dynamic braking device engaged. For purposes of this section, a *dynamic braking device* is a device used primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.

**Section 2.** If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 3.** The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 4.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY  
TITLE ONLY THIS 13th DAY OF JULY, 2021.

---

Royce D. Pindell, Mayor

ATTEST:

---

Christina Hart, Town Clerk

### **Suggested Motion**

I move to approve Ordinance No. 730-21 – An ordinance amending Chapter 10 of the Bennett Municipal Code to prohibit the use of dynamic braking devices in the Town.

# STAFF REPORT



welcome neighbors.

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Daymon Johnson, Director of Capital Projects  
DATE: July 13, 2021  
SUBJECT: Muegge House Restoration Phase II

---

## Background

---

In 2018, the Town received a \$13,000 grant from the State Historical Fund for a Historical Structure Assessment of the Muegge House.

The assessment report was compiled by Scheuber & Darden Architects. This team performed field inspections, measured the building, and assessed and photographed the exterior, interior and site conditions to identify deficiencies. The final report also included preliminary recommendations with specific treatment options intended to conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

In 2019, the Town received a grant for \$350,000 from Adams County Open Space to rehabilitate the Muegge House into a living museum. This grant award has provided the Town with secured funding to improve the Muegge House structure, exterior and interior.

In January 2021, the Board of Trustees approved a not to exceed contract for \$150,000 with Davis Construction for Phase I of the Muegge House restoration.

---

## Summary of Phase I

---

The goal of Phase I was two-fold. First, it was to perform the assessment to adequately identify all of the hidden challenges in the house, which the report may not have taken into account. Second, it was to incrementally and efficiently work through the needed repairs and restoration construction.

Phase I was a resounding success. Upon initial demolition, Staff discovered the "bones" of the house were in much better shape than was expected. This allowed a substantial amount of new work to be completed, and more was done than what was initially expected. The following items were completed in Phase I:

- Foundational assessment, engineering and restoration construction
- Demolition of porch and framing of new porch
- Exterior framing assessment and restoration construction
- Exterior casement windows installation
- New exterior doors

Closing out Phase I with this level of progress sets the Town up nicely for a successful Phase II of restoration. Phase I consisted of mostly exterior work; Phase II will complete the minor exterior items left and then focus on interior items.

## Phase II Scope of Work

---

Guided by what the Town accomplished in Phase I, Staff are now looking to Phase II. Like Phase I, the scope of work for Phase II will be based on a time and materials budget allotment, totaling an additional \$150,000. The items for the Phase II scope of work are as follows:

- Remainder of Siding & Trim
- Decking installation
- Paint, gutters and roofing
- Concrete walks and pads
- Interior assessment and reconstruction (electrical, plumbing, etc.)

In Phase II of this project, Staff expects to start remodeling the interior of the Muegge House in the main areas of the first floor. Those areas include the main living area, main dining area, kitchen and back living area. No work is scheduled to take place upstairs during this phase.

Additional interior work to be done includes removal of pine paneling, drywall, electrical and plumbing assessments, repair and installation, flooring and painting. Once the Phase II scope of work is completed, Staff will begin preparations for Phase III of restoration, performing the same assessment to see what other items can be restored with the remaining funding.

## Staff Recommendation

---

Staff recommends that the Board approve a not to exceed construction contract to Davis Construction for \$150,000 for the Muegge House Restoration Phase II.

Upon issuance of this contract, Davis Construction will work through this budget allotment. Throughout Phase II and upon exhaustion of this budget, the Town will assess progress and determine final programming. These findings will be presented to the Board for the recommendation of further funding releases for Davis Construction or a possible new contract for a specialty remediation contractor if the need should arise.

### **Suggested Motion**

I move to approve a not to exceed (NTE) construction contract to Davis Construction for \$150,000 for the Muegge House Restoration Phase II.

# STAFF REPORT



welcome neighbors.

---

TO: Mayor and Town of Bennett Board of Trustees  
FROM: Robin Price, Public Works Director  
DATE: July 13, 2021  
SUBJECT: RFP 21-004 – Contract for Bennett Regional Park and Open Space (BRPOS)- Trail Construction and Upper Pond Repurposing

---

## Background

---

The project site for RFP 21-004 is at the Bennett Regional Park and Open Space (BRPOS) property, formerly the Antelope Hills Golf Course, located within the Antelope Hills residential subdivision.

Through a series of grants, the Town has received funding support to go towards the improvement of approximately 110, 300 square feet of open space trail at BRPOS. For this reason, Staff published RFP 21-004 that solicited bids for trail construction. The trail construction is laid out in accordance with the information shown on the accompanying construction plan set for this project.

The project at BRPOS also includes the repurposing of the Upper Pond. Construction for this project item includes fill and grading, connection of water pipes to the pond and refreshing materials of existing trails.

RFP 21-004 was published on June 21, 2021, and bids were due by July 6, 2021, at 4:00 p.m.

---

## Summary of RFP Bids

---

The Town received the following qualified response:

- **Kuhn Construction, Inc.:** The contractor outlined a construction plan that followed the BRPOS Property Project Site Plan and Typical Sections dated June 21, 2021, by Terramax, Inc.
  - Proposed cost for services: **\$259,960.50**

---

## Staff Review

---

Staff received one response to the RFP from Kuhn Construction, Inc. This company has performed numerous projects throughout the Town including the initial 2016 BRPOS trail system. After receiving the submittal, Staff reviewed and investigated the initial proposal for \$259,960.50.

The proposal provided all items necessary to complete the project while also providing competitive pricing that was under budget for what is committed to the project in the 2021 Town of Bennett Budget. For this reason, and understanding that funding committed to a specific grant project must be allocated to that project, Staff contacted Kuhn Construction to have the company submit a revised bid that quoted an additional 4,730 linear feet of trails to the original RFP bid. This would allow the Town to do more trail work at BRPOS than was originally expected with the funding that was received from the

BRPOS Trails Expansion Grant Award. Below is a comparison of the original and revised bids from Kuhn Construction.

Company	Bid
<b>Kuhn Construction, Inc. Original Bid</b>	\$259,960.50
<b>Kuhn Construction, Inc. Revised Bid</b>	\$348,796.95

In total, funding for the project will come from four designated areas in the 2021 Budget that are earmarked specifically for work at BRPOS. The four designated budget areas are:

- BRPOS Trails Maintenance
- BRPOS Trails Expansion Grant Award
- BRPOS Upper Pond Repurposing
- BRPOS Lower Pond- Fishing Amenity Grant

### Staff Recommendation

---

Staff recommends the Board authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with **Kuhn Construction Inc.** in an amount not to exceed **\$348,796.95** for the BRPOS Trail Construction and Upper Pond Repurposing project.

### Attachments

---

1. RFP 21-004
2. Plan Set 6-21-2021
3. Cover Sheet - Kuhn Construction, Inc.
4. Submission Form - Kuhn Construction, Inc.
5. Original Bid - Kuhn Construction Inc.
6. Revised Bid - Kuhn Construction Inc.

# REQUEST FOR PROPOSALS

## Cover Sheet



welcome neighbors.

**Date of RFP Issuance:** June 21, 2021  
**Project Number:** 21-004  
**RFP Title:** Bennett Regional Park & Open Space (BRPOS)-Trail Construction and Upper Pond Repurposing  
**Proposals Due:** July 6th, 4:00 p.m., Local Time  
**Submit Proposals to:** rprice@bennett.co.us

Town Hall, 207 Muegge Way, Bennett, CO  
80102-7806

**For Additional Information Please Contact:**

Robin Price  
(303) 644-3249 Ext. 1009  
Email: rprice@bennett.co.us

**Documents Included in This Package:**

- RFP Cover Sheet
- Project Background and Specifications
- RFP Instructions
- Terms and Conditions
- Special Terms and Conditions
- Pricing Form
- Submission Form
- Substitute Form W-9
- Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

---

### PRINT OR TYPE YOUR INFORMATION

Name of Company: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## PROJECT BACKGROUND AND SPECIFICATIONS

---

### I BACKGROUND

The Town of Bennett (“Town”) desires to solicit proposals from interested firms or persons to perform work for the **Bennett Regional Park & Open Space (BRPOS) - Trail Construction and Upper Pond Repurposing** (“Project”). This document sets forth general information and requirements for persons and firms (“Proposers”) interested in submitting “Proposals” in response to this Request for Proposals (“RFP”).

### II PROJECT DESCRIPTION

The project is at the Bennett Regional Park & Open Space (BRPOS) property, the former Antelope Hills Golf Course, located within the Antelope Hills residential subdivision. The residential subdivision is made up of large, estate-sized lots developed within the last 25 years, but with very well-established homes, landscaping, views, and personal site amenities.

The Town of Bennett, Colorado has received funding support towards improvement of approximately **110,300 sf** of Open Space Trail. The trail construction is laid out in accordance with information shown on the accompanying construction plan set for this Project. The Town desires to secure the services of a qualified firm to deliver the trail construction and all related construction work for this project.

This project also includes BRPOS Upper Pond fill and grading, and connection of water pipes on the Upper Pond as well as existing trail refresh of materials.

### III SCOPE OF WORK

The trail construction will be performed utilizing non-spec road base millings that will need to be provided by the selected firm. The project also involves work related to the trail construction, including topsoil replacement, grading, shaping, drainage culverts, erosion control, refresh existing paths, reseeding disturbed areas, regrading and stabilizing concrete pedestrian sidewalk, Upper Pond fill and grading, and water line work.

The trail follows the existing road base golf cart path to some degree, and in these areas, will require new road base materials placed atop the old golf cart path to better define, stabilize, raise and expand the path. In other areas, the trail will pioneer a new path, requiring scarifying of organics and topsoil for ensuing redistribution on disturbed areas. Golf cart path areas not used for final trail alignments may require restoration, including reshaping, discing, harrowing, soil amendments, topsoil, and reseeding.

The scope also includes refresh of the existing trails approximately 6000 LF at 3" and 8' wide.

Additional scope also includes the BRPOS Upper Pond fill. This includes pond fill including mostly nearby cut-to-fill within 500' of the Upper Pond and some significant additional local import fill from on-site. It will also include connecting a 6" water line from the existing well outlet feed line, to an existing 6" diameter Lower Pond fill line.

The proposing firm's related experience working in similar existing residential neighborhoods, particularly with regard to access, phasing, dust control, mud control, noise control, weed control, erosion control, and working days and hours, will be a critical element in the evaluation of the Proposal. These will need to be demonstrated through the firm's recent Project Experience, as well as related Project References, to be included in the Proposal.

#### **IV PROJECT SCHEDULE**

Anticipated milestones for the Project are as follows:

June 21, 2021 Issue Request for Proposal  
July 6, 2021 Proposal Submittal Deadline  
July 14, 2021 Contract Award Notification  
July 15, 2021 Contract Execution & Notice to Proceed  
August 20, 2021 Project Substantial Completion  
August 31, 2021 Project Final Completion

## RFP INSTRUCTIONS

---

### I QUESTIONS ABOUT RFP

All technical inquiries regarding this RFP shall be made in writing to **Robin Price** [rprice@bennett.co.us](mailto:rprice@bennett.co.us) no later than five (5) days before Proposals are due.

### II AMENDMENTS TO RFP

The Town reserves the right to amend this RFP by an Addendum at any time prior to the date set for receipt of Proposals. Addenda or Amendments will be posted on the Town's website as soon as available. It shall be the responsibility of the Proposer to check for and obtain all Addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of Proposals, an Addendum will be issued announcing the new date.

### III CONTENTS OF PROPOSAL

The Proposal shall contain, at a minimum, the following information:

1. Statements of Qualifications including:
  - i. General firm information including length of time in business
  - ii. Resumes of key project personnel and percent of team that is local
  - iii. Location of key project personnel and availability
2. Proposed Project team including Project Manager and proposed subcontractors (if any). Include information on subcontractors, including subcontractor personnel who will be working on the project and their specific roles.
3. Approach to completing the Project, including addressing the elements of the Scope of Services contained within this RFP, and any additional anticipated issues and proposed strategies for addressing the issues based on additional insight, capabilities or perspectives of the Proposer.
4. Project descriptions and references from at least three projects with similar size, type, and scope. These projects should demonstrate the experience of the project team and should have been completed during the past five years. The descriptions should include whether the project was completed on time and within budget per the original schedule and budget; any discrepancies should be explained.
5. Proposed Schedule to complete the Project.
6. Detailed fee schedule tied to the Scope of Services, including a "Not to Exceed" contract amount and hourly rates of key personnel.
7. Signed copy of the cover page of this RFP (page 1 of this RFP)
8. Completed Pricing Form (form attached)

9. Completed Submission Form (form attached)
10. Completed Sample W-9 (form attached)
11. List any requested deviations from the attached Sample Agreement

#### **IV INSTRUCTIONS FOR SUBMITTING PROPOSAL**

One (1) copy of the Proposal shall be submitted via email, hand-delivery or mail to:

Town of Bennett  
Attn: Robin Price  
Town Hall  
207 Muegge Way  
Bennett, CO 80102-7806  
Email: [rprice@bennett.co.us](mailto:rprice@bennett.co.us)

Hand-delivered or mailed Proposals shall be submitted in a sealed envelope and clearly marked with the title of the RFP.

For emailed Proposals, include the RFP title in the subject line. **Please note that email responses are limited to a maximum of 20 MB capacity. It is the sole responsibility of the Proposer to ensure their Proposal is received before the Proposal deadline. The Town does not accept responsibility under any circumstance for delayed or failed email or mail submittals.**

Proposals received after the Proposal deadline shall be considered non-responsive.

#### **V MODIFICATIONS TO OR WITHDRAWAL OF PROPOSALS.**

Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to the Proposal deadline.

Proposals may be withdrawn prior to Proposal deadline. Such requests must be made in writing on company letterhead. Proposals may not be withdrawn after the Proposal deadline for a period of ninety (90) calendar days. If a Proposal is withdrawn during this ninety-day period, the Town may, at its option, choose not to accept any Proposal from the Proposer for up to a two-year period following the withdrawal.

#### **VI EVALUATION CRITERIA**

Proposals shall be reviewed and evaluated by Town staff and/or consultants who may request additional information from Proposers or request interviews with one of more Proposers. Final evaluation and selection may be based on, but not limited to any of the following:

1. Qualifications of the Proposer
2. Reference checks
3. Total cost or proposed Pricing

4. Ability of the Proposer to provide quality and timely services and products

## **VII ANTICIPATED SCHEDULE**

The following activities and dates are just a tentative outline of the process to be used by the Town.

June 21, 2021 Issue Request for Proposal  
July 6, 2021 Proposal Submittal Deadline  
July 14, 2021 Contract Award Notification  
July 15, 2021 Contract Execution & Notice to Proceed  
August 20, 2021 Project Substantial Completion  
August 31, 2021 Project Final Completion

## TERMS AND CONDITIONS

---

- 1. Responses to RFP.** All Proposals shall become the property of the Town upon receipt and will not be returned to the Proposer. Selection or rejection will not affect this right. Any confidential/proprietary information submitted in response to this request shall be readily identified, clearly marked and separated from the rest of the response. Co-mingling of confidential/proprietary and other information is not acceptable. Submittals will be handled in accordance with applicable federal and state public records laws and procurement regulations. Neither cost information nor the total Proposal will be considered confidential/proprietary.
- 2. Rejection Rights.** The Town reserves the right to reject all Proposals and re-solicit if deemed by the Town to be in its best interests, and to abandon the Project and this RFP at any time for any or no reason. The Town is not obligated to accept the lowest cost proposed, is not obligated to accept any Proposal, and will make its determination based on the best interests of the Town.
- 3. Other Conditions; Reservation of Rights.** This is a solicitation and not an offer to contract. The provisions in this RFP and any procurement or purchasing policies or procedures of the Town are solely for the fiscal responsibility of the Town and confer no rights, duties, or entitlements to any party submitting responses to this solicitation. The Town reserves the right to issue clarifications and other directives concerning this RFP, to make and issue modifications to the RFP schedule; to require clarification or further information with respect to any response or Proposal received; to waive any informalities or irregularities; and to determine the final scope and terms of any contract, and whether to enter any contract. The provisions herein confer no rights, duties or entitlements to any Proposer.
- 4. Proposer's Responsibilities.** Proposer shall make all investigations necessary to thoroughly inform themselves regarding the Project and are expected to examine the drawings, specifications, schedule of delivery, and all instructions. Failure to do so is at the risk of the Proposer.
- 5. Costs of Response Preparation and Other Charges.** Proposers are solely responsible for all costs of preparing their proposals and participation in this RFP, and the Town assumes no responsibility for payment of any expenses incurred by a Proposer as part of this process. For the selected firm, no reimbursement will be made by the Town for any costs incurred prior to full execution of a contract and issuance of written notice by the Town to commence Project services.
- 6. Agreement Required.** A written agreement will be required between the Town and the selected Proposer, which agreement will be in the form and substance required by the Town. A sample agreement is included with this RFP, but the Town reserves the right to modify the terms and conditions thereof. The agreement shall include insurance requirements for both general liability and errors and omissions.
- 7. Taxes.** Proposers shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be

made available to the selected contractor.

- 8. Pricing.** Proposers may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Proposers are encouraged to provide their prompt payment terms in the space provided on the Pricing Form. If no prompt payment discount is being offered, the Proposer shall enter a zero (0) for the percentage discount to indicate net thirty days.
- 9. No Collusion.** The Proposer, by affixing its signature to this RFP, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Proposer also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the Town's public procurement process, all Proposers are hereby placed on notice that any and all Proposers who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
- 10. Elimination from Consideration.** A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town. A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 11. Equal Opportunity.** The Town intends and expects that the contracting processes of the Town and its vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract.

## SPECIAL TERMS AND CONDITIONS

---

**COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Proposer's facility may be made prior to award of contract. Responses will only be considered from Proposer which have been engaged in the business of performing services as described in this RFP for a minimum period of five (5) years prior to the date of this RFP. The Proposer must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Proposer to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Proposer, including past performance and experience with the Town) in making the award in the best interests of the Town.

**QUALIFICATIONS OF CONTRACTOR:** The Town may make such investigations as deemed necessary to determine the ability of the Proposer to perform work, and the Proposer shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Bids or Pricing Proposals may not be accepted.

**NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1<sup>st</sup> of the first fiscal year for which funds are not appropriated. The Town shall give the Proposer or written notice of such non-appropriation.

**MATERIAL PRICED INCORRECTLY:** As part of any award resulting from this process, Proposer(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Proposer (s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

**JOINT VENTURES ARE ENCOURAGED.** The Proposer shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Proposer shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town's request.

## PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)-See attached Excel spreadsheet for fillable version.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1,000	CY	Unclassified Excavation (CIP)		\$ -
2	1,000	CY	Native Embankment (CIP)		\$ -
3	2,000	CY	Topsoil – Salvage & Redistribute 8" (CIP)		\$ -
4	1	LS	Erosion Control with State CDPH&E Permit		\$ -
5	10	Acre	Ex Golf Cart Path Reclamation – Disc & Harrow		\$ -
6	10	Acre	Seeding (Native)		\$ -
7	10	Acre	Mulching - Hydromulch		\$ -
8	1	LS	Remove ex 600 SF concrete low water crossing & install 40 LF x 18" CSP culvert w FES each end		\$ -
9	1,250	LF	Regrade to stabilize concrete pedestrian sidewalk		\$ -
10	10	Acre	Mulching - hydromulch		\$ -
11	9,700	LF	New East Trail 2" Recycled Asphalt Millings over 4" Town-Yard Crushed Concrete plus 6" Town-Yard Crushed Concrete Shoulders per Plan Detail		\$ -
12	6,000	LF	Refresh Existing West Trail with 3" Recycled Asphalt Millings - 8' wide		\$ -
13	4,500	CY	Import Fill - Upper Pond from onsite		\$ -
14	12,500	CY	Upper Pond fill - Cut to fill within 500' of Pond		\$ -
15	1	LS	Demo and removal of existing dam and concrete vault north and east side of upper pond.		\$ -
16	300	LF	Connect with 6" C900 PVC from Upper Pond fill line to Lower Pond irrigation main		\$ -
17	1	LS	Mobilization		\$ -
			<b>Total</b>		\$ -

Not to Exceed Total:

**SUBMISSION FORM**

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Robin Price  
207 Muegge Way  
Bennett, CO 80102

Attn: Robin Price Person in Charge  
Bennett Regional Park and Open Space (BRPOS) – Trail Construction and Upper Pond Repurposing  
RFP 21-004

Does your proposal comply with all the terms and conditions? If no, indicate exceptions YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions YES / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \_\_\_\_\_

State total bid price with discount \_\_\_\_\_

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**

**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
**(A copy of the W-9 instructions is available upon request)**

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

\_\_\_\_\_  
NAME (Legal Name)

\_\_\_\_\_  
BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**  
(if different from above):

\_\_\_\_\_  
NAME (As it appears on invoice)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125  
By mail Town of Bennett  
ATTN: Danette Ruvalcaba  
207 Muegge Way  
Bennett, CO 80102

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_  
OR  
Federal Identification Number \_\_\_\_\_ - \_\_\_\_\_

Name of Business Owner (please print) \_\_\_\_\_

Check Appropriate Box:

- |   |  |                                     |
|---|--|-------------------------------------|
| <input type="checkbox"/> Corporation          | <input type="checkbox"/> Partnership             | <input type="checkbox"/> Government |
| <input type="checkbox"/> Individual/Sole Prop | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Other      |

(Must explain)

<p><b>CERTIFICATION</b> Under penalties of perjury, I certify that:</p> <ul style="list-style-type: none"> <li>(1) The number shown on this form is my correct Tax Identification Number, and</li> <li>(2) I am not subject to backup withholding.</li> <li>(3) I am a US person (including a US resident alien)</li> </ul> <p>Signature _____ Date _____</p> <p>Print Name _____</p> <p>Telephone Number (    ) _____</p>
--

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:For Corporation:

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Merchandise Only               | <input type="checkbox"/> Services        | <input type="checkbox"/> Attorney     |
| <input type="checkbox"/> Employee expense reimbursement | <input type="checkbox"/> Contract Labor  | <input type="checkbox"/> Non Attorney |
| <input type="checkbox"/> Garnishment / Child Support    | <input type="checkbox"/> Other (Explain) |                                       |
| <input type="checkbox"/> Damage awards & other reimb    | <input type="checkbox"/> Sale of Land    |                                       |

Approved:

\_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE TOWN OF  
BENNETT AND \_\_\_\_\_**

**1.0 PARTIES**

The parties to this Agreement are the **Town of Bennett**, a Colorado municipal corporation, hereinafter referred to as the “Town,” and \_\_\_\_\_[**contractor name**]\_\_, a Colorado \_\_\_\_\_[contractor business entity]\_\_, hereinafter referred to as the “Contractor.”

**2.0 RECITALS AND PURPOSE**

- a) The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor’s Scope of Services (which services are hereinafter referred to as the “Services”).
- b) The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

**4.0 COMPENSATION**

- a) The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses which are deemed necessary for performance of the services and which are pre-approved by the Town Administrator. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- b) The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days

may be assessed an interest charge of one and one-half percent (1.5%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- a) The Town designates \_\_\_\_\_[staff member]\_, \_\_\_\_\_[staff title]\_, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- b) The Contractor designates \_\_\_\_\_[Contractor's project manager's name]\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

The term of this Agreement shall be \_\_\_\_\_[start date]\_, 20\_\_ to \_\_\_\_\_[end date]\_, unless the Agreement is sooner terminated pursuant to Section 13, below. The Contractor's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Bennett Board of Trustees, in its sole discretion.

## **7.0 INSURANCE**

- a) The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Bennett, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Bennett, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property

damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Bennett under this contract.

- 7.1.4 If the Services include the performance of professional services (e.g., architect, engineer, accountant, attorney), Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys'

fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

## **9.0 QUALITY OF WORK**

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## **10.0 INDEPENDENT CONTRACTOR**

The parties agree that the Contractor is an independent contractor and not an employee of the Town and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Contractor shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Town the right to direct Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. This Contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Town will not pay a salary or hourly rate, instead of a fixed or contract rate. The Town will not withhold Social Security, Medicare, State or Federal taxes. Earnings in excess of \$600.00 per year will be recorded on IRS Form 1099-MISC and reported to the IRS.

**AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME OTHER ENTITY. THE CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.**

## **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

## **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **13.0 TERMINATION**

- a) This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- b) In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION AND AUDIT**

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

#### **16.0 ENFORCEMENT**

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

#### **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the "Town of Bennett Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor's Pre-Contract Certification which Contractor has executed and delivered to the Town prior to Contractor's execution of this Agreement.

#### **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

#### **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested,

by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Bennett  
Attn: Town Administrator  
207 Muegge Way  
Bennett, CO 80102  
Telephone: (303) 644-3249  
Fax: (303) 644-4125

If to the Contractor:

\_\_ [Contractor name] \_\_\_\_\_  
\_\_ [Contact person] \_\_\_\_\_  
\_\_ [address] \_\_\_\_\_  
\_\_ [city, state, zip] \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

TOWN OF BENNETT  
A Colorado Municipal Corporation

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Town Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A – Scope of Services and Price Information**

[See Following Page(s)]

**Exhibit B**

**Town of Bennett Public Services Contract Addendum  
Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification  
in Compliance with C.R.S. Section 8-17.5-102(1)**

From: \_\_\_\_\_  
(Prospective Contractor)

To: Town of Bennett

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Prospective Contractor \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of Colorado

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing Certification was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by [Name] \_\_\_\_\_, for [Company Name]  
\_\_\_\_\_.

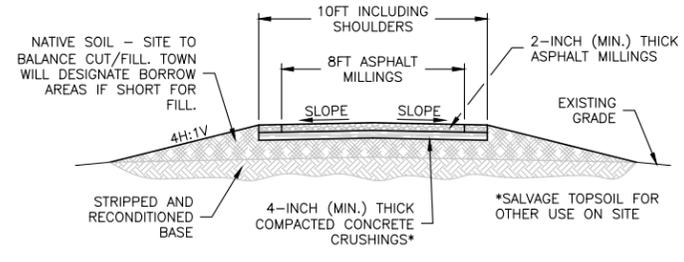
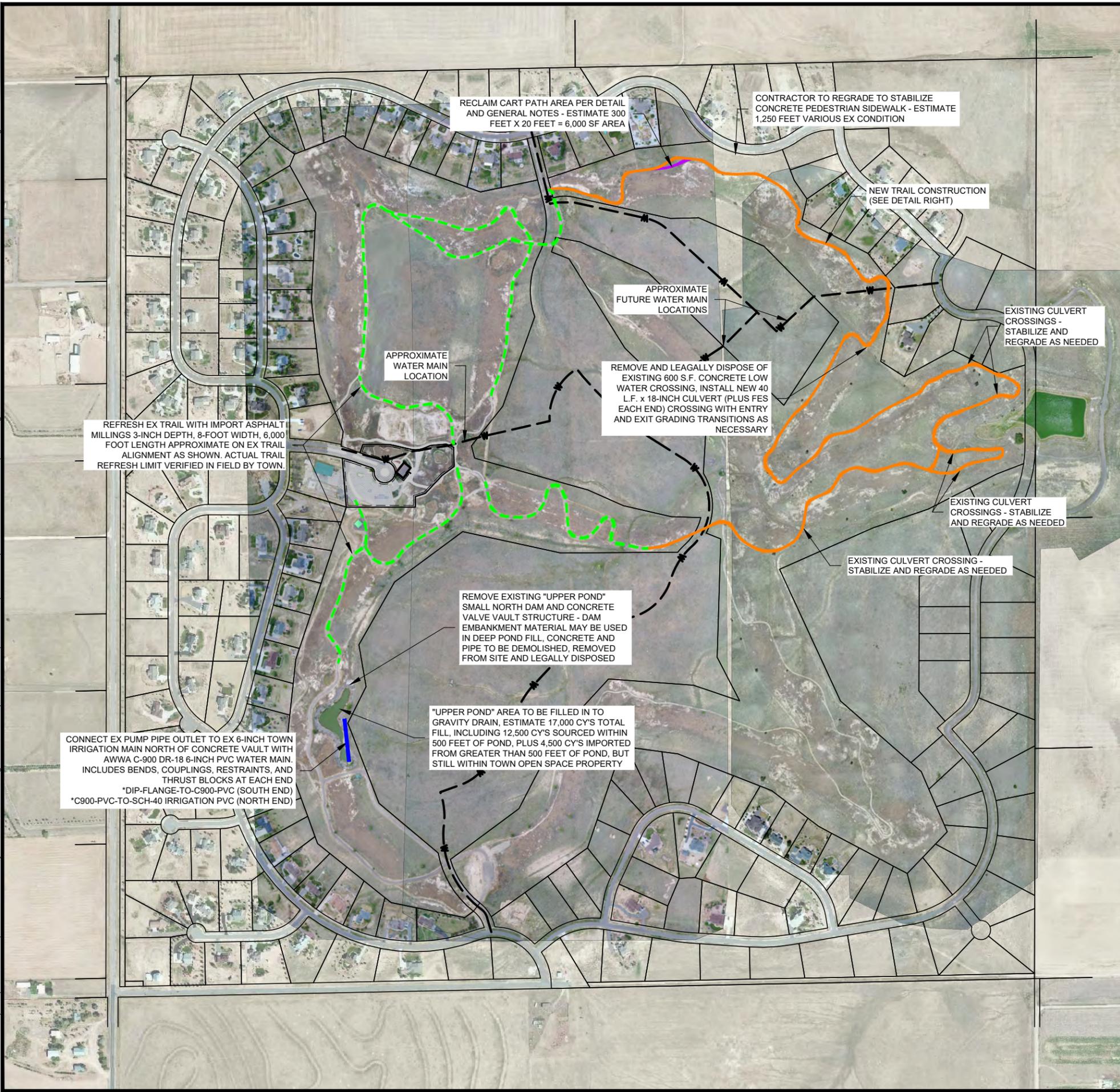
Witness my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

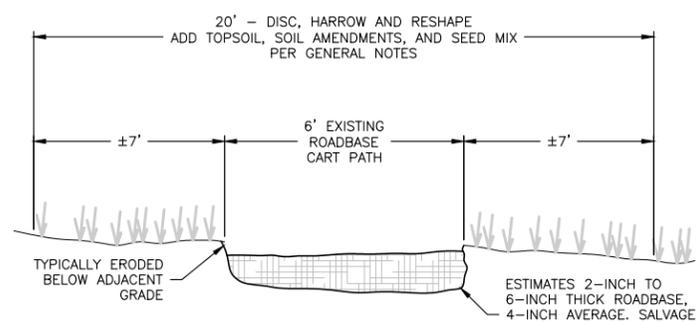
\_\_\_\_\_  
Notary Public

Plot Date: 06/21/21 - 3:57pm, Plotted by: mtkid, Drawing Path: N:\TERRAMAX\Bennett\BRPOS\Trail P2\Drawing Name:BRPOS Trail Phase 2 Site Plan Exhibit.dwg



\* CONCRETE CRUSHINGS CURRENTLY STOCKPILED AT TOWN PROPERTY 4TH & TRUMAN, PROVIDED BY TOWN FOR USE, BUT WITH ALL LOAD, HAUL, UNLOAD, PLACEMENT, AND COMPACTION BY CONTRACTOR  
 \* ASPHALT MILLINGS TO BE PROVIDED BY CONTRACTOR

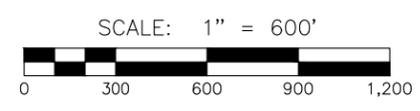
**TYPICAL NEW TRAIL CROSS-SECTION**  
NOT TO SCALE



**EXISTING CART PATH RECLAMATION SECTION**  
NOT TO SCALE

**LEGEND:**

- PHASE II TRAIL
- EXISTING TRAIL TO BE UPGRADE
- - - EXISTING TRAIL TO BE REFRESHED



**TERRAMAX, INC.**  
 CONSULTING ♦ ENGINEERING  
 4220 GOLF VISTA DRIVE  
 LOVELAND, COLORADO 80537  
 DANGIROUX@TERRAMAX.US  
 (303) 929-3194

**TOWN OF BENNETT, COLORADO**  
**AHGC / BRPOS PROPERTY**  
 PROJECT SITE PLAN AND  
 TYPICAL SECTIONS

Project No.	728
Date	21/JUN/21
By	LD
Scale	As Noted
Sheet	Page 9
<b>1</b>	<b>2</b>

Plot Date: 06/21/21 3:57pm, Plotted by: mtkid, Drawing Name: BRPOS, Trail P2, Drawing Name: BRPOS, Trail Phase 2, General Notes.dwg

**GENERAL NOTES:**

1. SPECIFICATIONS. THE PROJECT SPECIFICATIONS SHALL BE THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, LATEST REVISIONS, LATEST SPECIAL PROVISIONS, AND INCLUDING DIVISION 100, GENERAL PROVISIONS. THE STANDARD SPECIFICATIONS ARE AVAILABLE DIRECTLY FROM CDOT.
2. QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC): FOR QA-QC PER THE SPECIFICATIONS, THE SELECTED CONTRACTOR IS REQUIRED TO PROVIDE QUALITY CONTROL FOR THE PROJECT, AND THE LOCAL AGENCY (TOWN OF BENNETT, PROJECT OWNER) IS REQUIRED TO PROVIDE QUALITY ASSURANCE.
3. RIGHT-OF-WAY LIMITS. PROJECT PROPERTY AND ROAD RIGHTS-OF-WAY AS SHOWN ON THESE PLANS ARE UNDER THE OWNERSHIP AND CONTROL OF THE TOWN OF BENNETT. EXISTING FENCE IS NOT TO BE DISTURBED BY THIS PROJECT WORK. ANY DISTURBANCE OR DAMAGE TO EXISTING FENCING ADJACENT TO THE PROJECT BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AT HIS SOLE EXPENSE. PROJECT WORK AND ACTIVITIES ARE NOT ALLOWED OUTSIDE KNOWN TOWN OF BENNETT PROPERTY OR RIGHT-OF-WAY CONTROLLED AREAS, AS SHOWN ON THESE PLANS.
4. CONSTRUCTION EASEMENT. THE TOWN OF BENNETT HAS NOT OBTAINED ADDITIONAL CONSTRUCTION EASEMENT FOR THIS PROJECT WORK, TEMPORARY OR PERMANENT. THE CONTRACTOR SHALL CONFINE ALL PROJECT WORK AND RELATED ACTIVITIES TO THE TOWN OF BENNETT PROPERTY AND RIGHT-OF-WAY UNLESS THE CONTRACTOR MAKES HIS OWN ARRANGEMENTS DIRECTLY WITH AFFECTED ADJACENT PROPERTY OWNERS. IN SUCH CASE, THE CONTRACTOR SHALL PROVIDE THE TOWN OF BENNETT WRITTEN, SIGNED COPIES OF ANY AGREED CONSTRUCTION AGREEMENT ARRANGEMENT.
5. CONTROL OF WORK AREA. THE PROJECT WORK AREA SHALL BE UNDER THE CONTRACTOR'S CONTROL FOR THE DURATION OF THE PROJECT THROUGH SUBSTANTIAL COMPLETION. DURING THAT TIME, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ACTIVITIES AND WORK WITHIN THIS AREA, INCLUDING CONSTRUCTION MEANS AND METHODS, ACCESS, SAFETY, SECURITY, SOIL DISTURBANCE, PROTECTION OF UTILITIES AND IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR PROJECT WORK AREA COMPLIANCE WITH ALL FEDERAL AND STATE LAWS, CODES, PERMITS AND REQUIREMENTS. THE CONTRACTOR SHALL GRANT ACCESS FOR REVIEW, OBSERVATION AND INSPECTION OF THE SITE AND WORK TO THE TOWN OF BENNETT AS WELL AS OTHER AGENCIES HAVING RIGHTFUL JURISDICTION.
6. INDEMNIFICATION. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE TOWN OF BENNETT AND TERRAMAX, INC. THE PROJECT ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE TOWN OF BENNETT OR THE PROJECT ENGINEER.
7. PERMITS. THE CONTRACTOR SHALL SECURE THE NECESSARY PERMITS AND CLEARANCES REQUIRED TO PERFORM THE REQUIRED CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PERMITS IN HIS POSSESSION AND IN GOOD STANDING THROUGHOUT THE ENTIRE PROJECT DURATION. ONE COPY OF EACH REQUIRED PERMIT SHALL BE KEPT ON THE PROJECT SITE DURING ALL PROJECT WORK. AT THIS TIME, THE PERMITS ARE KNOWN TO INCLUDE A STORMWATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT (CDPH&E). THE CONTRACTOR WILL NEED APPROPRIATE AIR POLLUTANT EMISSION NOTICE (APEN) DOCUMENTATION FOR EQUIPMENT USED ON THE PROJECT. ALL COSTS ASSOCIATED WITH THE STORMWATER DISCHARGE PERMIT SHALL BE BORNE BY THE CONTRACTOR, INCLUDING APPLICATION FEES AND EXPENSES.
8. BEST MANAGEMENT PRACTICES. THE CONTRACTOR SHALL AT A MINIMUM PROVIDE THE TOWN OF BENNETT A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN PORTION OF THE STORMWATER MANAGEMENT PLAN (SWMP) REQUIRED BY THE CDPH&E FOR THE STORMWATER DISCHARGE PERMIT, INCLUDING PLANNED BEST MANAGEMENT PRACTICES FOR THE PROJECT.
9. PROJECT IMPACTS. REGARDLESS OF CDPH&E STORMWATER DISCHARGE PERMIT, APEN AND FUGITIVE DUST CONTROL REQUIREMENTS, AND SWMP PROVISIONS, THE TOWN OF BENNETT RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR AT HIS SOLE EXPENSE TO UNDERTAKE ADDITIONAL MEASURES AS NEEDED TO APPROPRIATELY ADDRESS MUD, DUST, FLOODING, EROSION, SEDIMENT CONTROL AND OTHER ENVIRONMENTAL AND PROJECT DISTURBANCE ISSUES AT THE SITE TO PROTECT ITS PROPERTY, RESIDENTS, OPERATIONS AND INFRASTRUCTURE.

10. APPROVED PLANS. CONTRACTOR SHALL WORK FROM AN APPROVED CONSTRUCTION PLAN SET, ISSUED "FOR CONSTRUCTION", SEALED, SIGNED, AND DATED BY THE PROJECT ENGINEER OF RECORD, DANIEL P. GIROUX, P.E. CONTRACTOR SHALL MAINTAIN AT LEAST ONE SET OF THE SIGNED, APPROVED PLANS ON-SITE AT ALL TIMES THROUGHOUT THE PROJECT EXECUTION.
11. NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE TOWN OF BENNETT, A MINIMUM OF THREE FULL BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF PROJECT WORK ON SITE, AND A MINIMUM OF TWO FULL BUSINESS DAYS PRIOR TO REQUIRED TESTING OR INSPECTIONS. THE CONTRACTOR SHALL PROVIDE THE TOWN OF BENNETT A MINIMUM OF THREE BUSINESS DAYS' NOTICE FOR ANY UTILITY OUTAGES.
12. SCALPING AND TOPSOIL. IN CURRENTLY VEGETATED PROJECT AREAS, THE CONTRACTOR SHALL STRIP A MINIMUM 6" DEPTH OF EXISTING SURFACE SOIL MATERIALS THROUGHOUT THE TRAIL FILL LIMIT (FOOTPRINT) AREA, AND STOCKPILE THOSE MATERIALS FOR FINAL REDISTRIBUTION AS TOPSOIL. THE GRASS AND GRASS ROOTS ORGANICS ARE ACCEPTABLE AND DESIRABLE TO REMAIN IN THE STRIPPED MATERIALS FOR TOPSOIL REDISTRIBUTION. NONE OF THESE MATERIALS MAY BE USED FOR FILL MATERIAL UNDER THE TRAIL PAVEMENT. THESE STRIPPED MATERIALS DO NOT NEED TO BE REMOVED FROM THE PROJECT SITE.
13. PLANTING. ALL DISTURBED PROJECT AREAS NOT PLANNED FOR TRAIL SHALL BE MULCHED AND SEEDED IN ACCORDANCE WITH THE SPECIFIED PROJECT SEED MIX. THE CONTRACTOR IS RESPONSIBLE FOR WATERING THROUGH PROJECT CLOSE-OUT AND ACCEPTANCE. FOR PROJECT REVEGETATION, THE CONTRACTOR SHALL PERFORM THE FOLLOWING:
  - USE SHARP BROTHERS COMPANY "LOW GROW MIX" OR EQUIVALENT AT 90 POUNDS LIVE SEED PER ACRE (PLS/ACRE), CERTIFIED WEED-FREE, IN THE FOLLOWING SEED PROPORTIONS:
    - 30% CRESTED WHEATGRASS, EPHRIAM
    - 25% PERENNIAL RYEGRASS, VNS
    - 20% SHEEP FESCUE, VNS
    - 15% CHEWING FESCUE, JAMESTOWN OF BENNETT IV
    - 10% CANADA BLUEGRASS, RUEBENS
  - THE SEED SHALL BE DRILLED, NOT BROADCAST, THEN A HYDROMULCH SHALL BE APPLIED AFTERWARDS.
  - THIS REVEGETATION APPROACH SHALL BE PERFORMED FOR ALL NON-TRAIL AREAS DISTURBED BY THE PROJECT AND RELATED ACTIVITIES, UNLESS OTHERWISE NOTED OR APPROVED BY THE TOWN OF BENNETT.
  - GRASSED PROJECT STORAGE AND STAGING AREAS DISTURBED FOR PROJECT USE THAT BECOME HARD-COMPACTED SHALL BE DISCED, HARROWED OR SIMILAR AS NECESSARY TO ENCOURAGE ROBUST REVEGETATION.
14. DEBRIS AND WASTE MATERIALS. ALL DEBRIS AND WASTE MATERIALS CREATED BY THE PROJECT WORK SHALL BE THE PROPERTY AND RESPONSIBILITY OF THE CONTRACTOR, TO BE REMOVED FROM THE PROJECT SITE AND APPROPRIATELY AND LEGALLY DISPOSED OF, AT THE CONTRACTOR'S SOLE EXPENSE.
15. PROJECT SITE APPEARANCE AND CONDITION. GENERAL CLEANUP OF THE PROJECT AREA SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. WHEN STREET-CLEANING IS REQUIRED, THE ENTIRE WIDTH OF THE ROAD SHALL BE CLEANED.
16. PROJECT SITE RESTORATION. ALL PAVEMENTS, UTILITIES, FENCING, LANDSCAPING AND OTHER STRUCTURES OR SURFACES AFFECTED BY THE PROJECT CONSTRUCTION SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN BEFORE COMMENCEMENT OF THE WORK, TO THE SATISFACTION OF THE TOWN OF BENNETT.
17. UTILITY LOCATES. THESE DRAWINGS DO NOT PURPORT TO PROVIDE A COMPLETE RECORD OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE. THE CONTRACTOR SHALL FIELD-VERIFY ALL UTILITY LOCATIONS IN THE FIELD, INCLUDING THROUGH TIMELY NOTIFICATION TO THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC OR "ONE-CALL"), AMONGST OTHER MEASURES, BEFORE COMMENCING PROJECT WORK.

**TERRAMAX, INC.**  
CONSULTING ENGINEERING

4220 GOLF VISTA DRIVE  
LOVELAND, COLORADO 80537  
DANGIROUX@TERRAMAX.US  
(303) 929-3194

**TOWN OF BENNETT, COLORADO**  
**AHGC / BRPOS PROPERTY**  
**GENERAL NOTES AND SPECIFICATIONS**

Project No.	728
Date	21/JUN/21
By	LD
Scale	As Noted
Sheet	Page 9
<b>2</b>	<b>2</b>

# REQUEST FOR PROPOSALS

Cover Sheet



welcome neighbors.

**KDate of RFP Issuance:** June 21, 2021  
**Project Number:** 21-004  
**RFP Title:** Bennett Regional Park & Open Space (BRPOS)-Trail Construction and Upper Pond Repurposing  
**Proposals Due:** July 6th, 4:00 p.m., Local Time  
**Submit Proposals to:** rprice@bennett.co.us

Town Hall, 207 Muegge Way, Bennett, CO  
80102-7806  
Robin Price  
(303) 644-3249 Ext. 1009  
Email: rprice@bennett.co.us

**For Additional Information Please Contact:**

**Documents Included in This Package:**

RFP Cover Sheet  
Project Background and Specifications  
RFP Instructions  
Terms and Conditions  
Special Terms and Conditions  
Pricing Form  
Submission Form  
Substitute Form W-9  
Sample Agreement

If any of the documents listed above are missing from this package, they may be requested via email or picked up at Town Hall, 207 Muegge Way, Bennett, Colorado.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Proposer, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this RFP and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the Proposer in accordance with any terms and conditions set forth in this RFP, and (4) the Proposer will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: Kuhn Construction Inc. Fax: \_\_\_\_\_  
Address: 42309 Kiowa Bennett Rd City/State: Kiowa, CO Zip: 80117  
Contact Person: William Kuhn Title: President Phone: 303-570-6104  
Authorized Representative's Signature: *William Kuhn* Phone: \_\_\_\_\_  
Printed Name: William Kuhn Title: President Date: 7/6/21  
Email Address: kuhnconstruction@msn.com

## SUBMISSION FORM

---

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
ATTN: Robin Price  
207 Muegge Way  
Bennett, CO 80102

Attn: Robin Price Person in Charge  
Bennett Regional Park and Open Space (BRPOS) – Trail Construction and Upper Pond Repurposing  
RFP 21-004

Does your proposal comply with all the terms and conditions? If no, indicate exceptions ~~YES~~ / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions ~~YES~~ / NO

State percentage of prompt payment discount, if offered \_\_\_\_\_ %

State total bid price (include all items bid) \$259,960.50

State total bid price with discount \$259,960.50

**The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**

# Kuhn Construction Inc.

Proposal # 1038-1

Project Name: **BRPOS Trail and Upper Pond**  
 Owner/GC: **TOB**

Attn: **Robin Price**  
 Bid Date: **Tuesday, July 6, 2021**

Base Bid	#	Description of Work	Quantity	Unit	Unit Rate	Total
	1	Unclassified Excavation (CIP)	1000	CY	\$ 2.20	\$ 2,200.00
	2	Native Embankment (CIP)	1000	CY	\$ 2.20	\$ 2,200.00
	3	Topsoil – Salvage & Redistribute 8" (CIP)	2000	CY	\$ 4.85	\$ 9,700.00
	4	Erosion Control with State CDPH&E Permit	1	LS	\$ 9,840.00	\$ 9,840.00
	5	Ex Golf Cart Path Reclamation – Disc & Harrow	10	Acre	\$ 235.00	\$ 2,350.00
	6	Seeding (Native)	10	Acre	\$ 660.00	\$ 6,600.00
	7	Mulching - Hydromulch	10	Acre	\$ 2,630.00	\$ 26,300.00
	8	Remove ex 600 SF concrete low water crossing & install 40 LF x 18" CSP culvert w FES each end	1	LS	\$ 2,428.00	\$ 2,428.00
	9	Regrade to stabilize concrete pedestrian sidewalk	1250	LF	\$ 2.25	\$ 2,812.50
	10	Mulching - hydromulch	10	Acre		\$ -
	11	New East Trail 2" Recycled Asphalt Millings over 4" Town-Yard Crushed Concrete plus 6" Town-Yard Crushed Concrete Shoulders per Plan Detail	9700	LF	\$ 9.10	\$ 88,270.00
	12	Refresh Existing West Trail with 3" Recycled Asphalt Millings - 8' wide	6000	LF	\$ 5.00	\$ 30,000.00
	13	Import Fill - Upper Pond from onsite	4500	CY	\$ 4.35	\$ 19,575.00
	14	Upper Pond fill - Cut to fill within 500' of Pond	12500	CY	\$ 3.15	\$ 39,375.00
	15	Demo and removal of existing dam and concrete vault north and east side of upper pond.	1	LS	\$ 3,860.00	\$ 3,860.00
	16	Connect with 6" C900 PVC from Upper Pond fill line to Lower Pond irrigation main	300	LF	\$ 28.65	\$ 8,595.00
	17	Mobilization	1	LS	\$ 5,855.00	\$ 5,855.00
<b>Base Bid Total</b>						<b>\$ 259,960.50</b>

## Inclusions/ Exclusions

- #1 Proposal Price includes only items specifically referenced- additional prices can be provided for additional work requested by Owner/GC
- #2 Plans Provided for Bid: Terramax 6/21/21 Davis Bacon/ Prevailing Wage Included: No
- #3 Specs Provided: None Addenda: None Soils Report: None
- #4 Export: Not included Import: Not included. Site Must Balance. All quantities to be field measured
- #5 Erosion Control Included in Proposal. Additional Pricing can be provided upon request.
- #6 Cost of Water Not included. Water source to be provided onsite by Owner/GC
- #7 No Traffic Control, Utility Relocation or Permits Included
- #8 Unseen Conditions including- ground water, storm water, rock, frost, mud, trash, debris etc.... will be addressed as a change order or T&M.
- #9 No back charges will be accepted unless Kuhn Construction Inc. has been notified in writing, been given the option of repairing and or correcting the problem or a signed change order is issued

# Kuhn Construction Inc.

## Proposal # 1038-3

Project Name: **BRPOS Trail and Upper Pond**  
 Owner/GC: **TOB**

Attn: **Robin Price**  
 Bid Date: **Tuesday, July 6, 2021**

Base Bid	#	Description of Work	Quantity	Unit	Unit Rate	Total
	1	Unclassified Excavation (CIP)	1000	CY	\$ 2.20	\$ 2,200.00
	2	Native Embankment (CIP)	1000	CY	\$ 2.20	\$ 2,200.00
	3	Topsoil – Salvage & Redistribute 8” (CIP)	2000	CY	\$ 4.85	\$ 9,700.00
	4	Erosion Control with State CDPH&E Permit	1	LS	\$ 9,840.00	\$ 9,840.00
	5	Ex Golf Cart Path Reclamation – Disc & Harrow	10	Acre	\$ 235.00	\$ 2,350.00
	6	Seeding (Native)	10	Acre	\$ 660.00	\$ 6,600.00
	7	Mulching - Hydromulch	10	Acre	\$ 2,630.00	\$ 26,300.00
	8	Remove ex 600 SF concrete low water crossing & install 40 LF x 18” CSP culvert w FES each end	1	LS	\$ 2,428.00	\$ 2,428.00
	9	Regrade to stabilize concrete pedestrian sidewalk	1250	LF	\$ 2.25	\$ 2,812.50
	10	Mulching - hydromulch	10	Acre		\$ -
	11	New East Trail 2" Recycled Asphalt Millings over 4" Town-Yard Crushed Concrete plus 6" Town-Yard Crushed Concrete Shoulders per Plan Detail	9700	LF	\$ 9.10	\$ 88,270.00
	12	Refresh Existing West Trail with 3" Recycled Asphalt Millings - 8' wide	6000	LF	\$ 5.00	\$ 30,000.00
	13	Import Fill - Upper Pond from onsite	4500	CY	\$ 4.35	\$ 19,575.00
	14	Upper Pond fill - Cut to fill within 500' of Pond	12500	CY	\$ 3.15	\$ 39,375.00
	15	Demo and removal of existing dam and concrete vault north and east side of upper pond.	1	LS	\$ 3,860.00	\$ 3,860.00
	16	Connect with 6" C900 PVC from Upper Pond fill line to Lower Pond irrigation main	300	LF	\$ 28.65	\$ 8,595.00
	17	Mobilization	1	LS	\$ 5,854.00	\$ 5,854.00
		Add 2" of Class 5 Roadbase for 1' Shouldering of new Trail	19400	LF	\$ 0.67	\$ 12,998.00
		Erosion Control	4730	LF	\$ 1.20	\$ 5,676.00
		Trail Grading- Topsoil and Excavation/Embankment	4730	LF	\$ 1.45	\$ 6,858.50
		New East Trail 2" Class 5 Roadbase over 4" Town-Yard Crushed Concrete plus Class 5 Shoulders	4730	LF	\$ 9.10	\$ 43,043.00
		Class 5 Roadbase for 1' Shouldering of new Trail	9460	LF	\$ 0.67	\$ 6,338.20
		Disc, Harrow, Seed and Hydro Mulch	3.95	AC	\$ 3,525.00	\$ 13,923.75
<b>Base Bid Total</b>						<b>\$ 348,796.95</b>

### Inclusions/ Exclusions

#1 Proposal Price includes only items specifically referenced- additional prices can be provided for additional work requested by Owner/GC

- #2 Plans Provided for Bid: Terramax 6/21/21 Davis Bacon/ Prevailing Wage Included: No
- #3 Specs Provided: None Addenda: None Soils Report: None
- #4 Export: Not included Import: Not included. Site Must Balance. All quantities to be field measured
- #5 Erosion Control Included in Proposal. Additional Pricing can be provided upon request.
- #6 Cost of Water Not included. Water source to be provided onsite by Owner/GC
- #7 No Traffic Control, Utility Relocation or Permits Included
- #8 Unseen Conditions including- ground water, storm water, rock, frost, mud, trash, debris etc.... will be addressed as a change order or T&M.
- #9 No back charges will be accepted unless Kuhn Construction Inc. has been notified in writing, been given the option of repairing and or correcting the problem or a signed change order is issued

### Suggested Motion

I move to authorize the Mayor and the Town of Bennett to enter into a standard Town contract agreement with **Kuhn Construction Inc.** in an amount not to exceed **\$348,796.95** for the BRPOS Trail Construction and Upper Pond Repurposing project.